CANADA LIFE
SEGREGATED FUNDS

# Segregated funds

## INDIVIDUAL VARIABLE ANNUITY POLICY

### STANDARD SERIES, PREFERRED SERIES 1, PARTNER SERIES, AND PREFERRED PARTNER SERIES


THE CANADA LIFE ASSURANCE COMPANY

**Any amount that is allocated to a segregated fund is invested at your risk and may increase or decrease in value.**

**This policy contains a provision removing or restricting the right of the insured to designate persons to whom or for whose benefit insurance money is to be payable.**

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# 1. General Provisions

**1.1 PROVISIONS**

This contract is between The Canada Life Assurance Company ("We", "Us", "Our" and "Canada Life"), a Canadian life insurance company and the Policyowner, ("You" and "Your") as defined below. This contract is an individual variable annuity insurance contract, and consists of the application, these policy provisions, applicable endorsements and any riders or amendments that We agree to. After issue, amendments agreed upon in writing are part of the contract. We may amend the terms of the contract without prior notice to You, as required to comply with the provisions of the *Income Tax Act* (Canada), ("Tax Act") as amended, and any other legislation that may be enacted or amended from time to time ("Applicable Legislation").

The "Annuitant" is the person or persons upon whose life or lives the policy is based as named in the application. The Annuitant cannot be changed except in accordance with sections 5.2.9 and 5.3.8. Where the Annuitant is changed under either of these provisions, any provisions dependent on the age of the Annuitant will be based on the age of the original Annuitant as named on the application.

The "Policyowner" is the person or persons named as the Applicant in the application and to whom Canada Life has issued the policy. "Spouse" means the person recognized as Your spouse or common-law partner by the Tax Act or is a civil-union spouse under Quebec legislation.

A policy held as an investment in a trust arrangement that is registered externally (meaning not through Canada Life) under the Tax Act (such as an RRSP, RRIF, TFSA, etc.) (a "Trusteed Registered Plan") is a non-registered policy with Canada Life. The Policyowner of a non-registered policy held in a Trusteed Registered Plan will be the trustee of the Trusteed Registered Plan.

A "non-registered" policy is a policy that has not been registered through Canada Life pursuant to the provisions of the Tax Act or any applicable provincial or territorial legislation.

Applicable Legislation requires Us to obtain specific information from You when You apply for or add a Premium (as defined in section 2.4.1) to a non-registered policy. We obtain this information on the application for the policy and supplemental forms. If the required information is not provided We will follow up for the information. We have the right to take actions We consider appropriate to obtain this information in a timely manner. Until We receive the required information any Premium will be handled in accordance with Our then-current administrative rules which may include; declining to apply the Premium received with the application; refusing to accept further Premiums, process switch and/or redemption requests; delay trades and suspend trading under the policy. We reserve the right to change Our administrative practices or introduce new ones where We determine it is appropriate. You are responsible for any policy value changes until You provide Us with the required information.

Where the policy is non-registered and where "Joint Applicant(s)" have been indicated in the application, the word Policyowner will mean all the Joint Policyowners. We will require written instructions from all Policyowners to take any action under the policy. Ownership of the policy following the death of a Joint Policyowner depends on the type of Joint Policyowner selected on the application.

The following sections, 1.1 A) and B) apply only where a sole Annuitant has been named in the application. If a Joint Annuitant is selected in the application ownership of the policy continues to the surviving Annuitant: see section 1.3 Joint Annuitants.

**A) With right of survivorship**
Where Joint Policyowners have been named on the application with right of survivorship (subrogated Policyowner in Quebec) on the death of a Joint Policyowner who is not the Annuitant, the other Joint Policyowner will become the sole Policyowner. You are responsible for any income tax reporting and payment that may be required as a result of the change in ownership. If the deceased Joint Policyowner is the Annuitant the applicable Death Benefit as set out in sections 2.10.3, 2.11.3 or 2.12.5 will be paid.

**B) Tenants in common**
Where Joint Policyowners have been named on the application as tenants in common, on the death of a Joint Policyowner who is not the Annuitant, if no Contingent Policyowner (see section 1.6) has been named, the estate of the deceased Policyowner will take the place of the deceased Joint Policyowner. You are responsible for any income tax reporting and payment that may be required as a result of the change in ownership. If the deceased Joint Policyowner is the Annuitant the applicable Death Benefit as set out in sections 2.10.3, 2.11.3 or 2.12.5 will be paid.

Where You have requested the policy be registered and if You are the Annuitant named in the application for the policy, the additional provisions of the registered retirement savings plan ("RRSP"), locked-in retirement account ("LIRA"), locked-in RRSP ("LRRSP"), restricted locked-in savings plan ("RLSP"), life income fund ("LIF"), restricted life income fund ("RLIF"), locked-in retirement income fund ("LRIF"), prescribed registered retirement income fund ("PRIF"), registered retirement income fund ("RRIF") or tax-free savings account ("TFSA") endorsement apply, as applicable. The terms of the endorsements, where applicable, will override any conflicting provisions except where the Annuitant is changed under sections 5.2.9 and 5.3.8.

You selected one of three available guarantee levels reflecting either the 75/75 Guarantee, 75/100 Guarantee or 100/100 Guarantee ("Guarantee Level") in the application. Although these policy provisions include sections for all three guarantee levels, the only section that applies to Your contract is the one relating to the Guarantee Level You selected. You can only hold one Guarantee Level in Your policy. For more information on the Guarantee Levels see sections 2.10 75/75 Guarantee Provisions, 2.11 75/100 Guarantee Provisions and 2.12 100/100 Guarantee Provisions, as applicable. You may also have selected a Death Benefit Guarantee Reset Option, Maturity Guarantee Reset Option and/or Lifetime Income Benefit Option, as applicable.

You can pay Premiums from time to time to various Canada Life Segregated Funds ("Segregated Funds"). We reserve the right to add or withdraw investment options.

When You invest in either Partner series or Preferred partner series You must enter into a Partner Series fee agreement ("Fee Agreement") with respect to the advisory and management service fee. If a Fee Agreement is not received with either the application or switch form. We will set the advisory and management service fee in accordance with Our then-current administrative rules and this will apply until a Fee Agreement is received in good order at Our Administrative Office. For more information, see section *2.7.2 Advisory and management service (AMS) fee.*

**Switches, redemptions and transactions under this policy may generate taxable results and You are responsible for any income tax reporting and payment that may be required as a result of any transaction.**

**Annuity payments will commence as set out herein. The performance of the Segregated Funds You select will affect the amount available for annuity payments.**

The use of the singular will include the plural, where applicable.

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the Insurance Act (for actions or proceedings governed by the laws of Alberta and British Columbia), The Insurance Act (for actions or proceedings governed by the laws of Manitoba), the Limitations Act, 2002 (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the Quebec Civil Code.

**Only an authorized officer of Canada Life at the Vice Presidential level or above can change or waive any provisions of the contract. No other person can change or waive any provisions of the contract on Our behalf.**

**1.2 ADMINISTRATIVE OFFICE**

Our Head Office is located at 330 University Avenue, Toronto, Ontario M5G 1R8 or any other location that We might specify to be Our Head Office.

Our Administrative Offices deal with all administrative matters relating to Your policy and are currently located at the following addresses. Please include Your policy number on any correspondence.

The Canada Life Assurance Company
Individual Retirement and Investment Services, T.424
255 Dufferin Avenue
London, Ontario N6A 4K1

The Canada Life Assurance Company
Individual Retirement and Investment Services, Suite 540
2001 Robert-Bourassa Blvd,
Montreal, QC H3A 1T9

**1.3 JOINT ANNUITANTS**

If You have selected Joint Annuitants in the application the following provisions apply.

Joint Annuitants are the persons upon whose lives the policy is based. Joint Annuitants must be Spouses of one another at the time of the application. Joint Annuitants cannot be changed. Use of the word “Annuitant” in this contract also includes Joint Annuitants, where applicable.

Except where the policy is owned by a corporation or other entity that is not an individual, the Joint Annuitants shall also be Joint Policyowners with rights of survivorship (where Quebec law applies: rights of survivorship means accretion and in order to obtain the same legal effects, Joint Policyowners must appoint and maintain each other as his/her subrogated Policyowner). Where Joint Annuitants are also Joint Policyowners upon the death of a Joint Annuitant the surviving Annuitant will become the sole Annuitant and Policyowner.

Any policy provisions dependent on the age of the Annuitant will be based on the age the youngest Joint Annuitant is or would be if alive. For example, the Policy Maturity Date (as defined in section 1.11) will be December 28 of the calendar year in which the youngest Annuitant attains, or would have attained if they survived, 105 years of age.

The Death Benefit will only be paid on the death of the last surviving Annuitant while the policy is in force.

### 1.4 BENEFICIARY

You can designate one or more beneficiaries to receive any Death Benefit payable under this policy. You can revoke or change the designation, subject to applicable law. If the designation is irrevocable, You cannot revoke or change it or exercise certain other rights without the written consent of the irrevocable beneficiary in accordance with applicable law. Where the policy is held in a Trusteed Registered Plan a beneficiary may not be named; on death of the last annuitant any death benefit proceeds will be paid to the trustee of the Trusteed Registered Plan.

Any designation of a beneficiary, or any revocation or change of a designation, unless otherwise permitted by law, must be made in writing. We will not be bound by any designation, revocation or change that has not been recorded at Our Administrative Office prior to Us taking any action or making any payment. We assume no responsibility for the validity or effect of any designation, revocation or change.

### 1.5 DEATH BENEFIT PROVISIONS

If the last Annuitant dies before the Policy Maturity Date or the commencement of annuity payments We will pay the Death Benefit to the beneficiary. If there is no surviving beneficiary We will pay it to You or Your estate. We will make the payment once We have received satisfactory proof of the death and a beneficiary's right to the proceeds.

The amount of any Death Benefit will be determined as set out in sections 2.10.3, 2.11.3 or 2.12.5, as applicable. The Death Benefit applicable to the Annuity Set-up fund is calculated separately from the Death Benefit for all other Segregated Funds held in Your policy. The Death Benefit for the policy is the sum of the Death Benefit for all Segregated Funds other than the Annuity Set-up fund plus the Death Benefit for the Annuity Set-up fund, if any.

The Death Benefit will be adjusted for payments made between the date of death and the date Our Administrative Office received notification of death. Payment of the Death Benefit will discharge Our obligations under this policy.

The Death Benefit will not be payable if the last Annuitant’s death occurs after the Policy Maturity Date.

### 1.6 CONTINGENT POLICYOWNER

If You are not the Annuitant, You can name a Contingent Policyowner and can revoke or change a Contingent Policyowner as permitted by law. In the event of Your death, the Contingent Policyowner, if living, becomes the new Policyowner. Where Joint Policyowners were named on the application with right of survivorship (subrogated Policyowner in Quebec), “Your death” means the death of the last Policyowner. If You have not named a Contingent Policyowner or if they are not living on Your death, Your estate will become the Policyowner.

### 1.7 ASSIGNMENT

#### 1.7.1 Assignment By You

Subject to applicable laws, You can assign this contract, however this does not apply if the Lifetime Income Benefit Option is selected. We will not recognize an assignment until the original or a true copy is recorded at the Administrative Office. Canada Life is not responsible for the validity of any assignment. An absolute assignment of this contract will make the assignee the Policyowner and revoke any revocable beneficiary and contingent policyowner designations unless the document by which the contract is assigned specifies otherwise: a collateral assignment or movable hypothec in Quebec will not.

The rights of any Policyowner or revocably designated beneficiary or irrevocably designated beneficiary who has consented are subject to the rights of any assignee.

### 1.7.2 Assignment By Us

Subject to receipt of all applicable regulatory approvals, We may transfer and assign Our obligations under this contract to another life insurance company carrying on that business in Canada, and provided the life insurance company agrees to take all of Our obligations under and be bound to the terms and conditions of this contract, We shall be released and discharged from all obligations under this contract which We owe to You, to Your beneficiaries, or to any Annuitant.

## 1.8 NON-PARTICIPATING

This contract is non-participating; it is not eligible to share in Our profit or surplus.

## 1.9 AGE, GENDER AND SURVIVAL

We reserve the right to request satisfactory proof of the birth date, gender and survival of any Annuitant or Joint Life (as defined in section 3). If this information has been misstated, We reserve the right to recalculate the benefits based on the correct factors to determine the amount of any annuity payments, lifetime income amount, benefits or guarantees.

Any policy issued whereby the Annuitant or youngest Joint Annuitant was over age 90 at the date of issue is null and void.

## 1.10 PLACE OF PAYMENT AND CURRENCY

All payments under this policy will be made in Canada in Canadian currency.

## 1.11 POLICY MATURITY DATE

The Policy Maturity Date is the date on which the policy matures. This date will depend on the terms of the policy provisions, the provisions of the Tax Act, if the policy is registered, and any Applicable Legislation at any given time.

For a policy that is a RRSP, Spousal RRSP, LIRA, LRRSP or RLSP (subject to applicable pension legislation), if other instructions are not received from You, payment will commence on a RRIF, Spousal RRIF, PRIF, LIF or RLIF basis (as applicable) on or about the fourth last Valuation Day (as defined in section 2.3A) of the year You attain the Maximum Age, and the Policy Maturity Date will be the Policy Maturity Date for a RRIF, Spousal RRIF, PRIF, LIF or RLIF (as applicable). The commencement of payments on a RRIF, Spousal RRIF, PRIF, LIF or RLIF basis will not change any redemption charge schedules applicable to the Segregated Fund Units (as defined in section 2.1), the Death Benefit Guarantee, Maturity Guarantee or Lifetime Income Benefit if applicable. Maximum Age means the date and the maximum age stipulated for a maturing RRSP as set out in the Tax Act as amended from time to time.

The Policy Maturity Date for a non-registered, a RRIF, Spousal RRIF, PRIF, RLIF, LRIF or TFSA policy is December 28 of the year the Annuitant attains age 105. Effective this date, unless You have provided alternative direction, We will redeem all Segregated Fund Units allocated to Your policy and annuity payments will commence as set out in section 1.12. If December 28 is not a Valuation Day, the Policy Maturity Date will be the next Valuation Day after December 28 in that year.

If the policy is a LIF, the Policy Maturity Date is dependent on the jurisdiction that regulates it. Where applicable pension legislation requires You receive payments from a life annuity, the Policy Maturity Date will be December 28 of the year in which You attain the age stipulated in the applicable pension legislation. Otherwise, the Policy Maturity Date will be December 28 of the year in which You attain age 105. If December 28 is not a Valuation Day, the Policy Maturity Date will be the next Valuation Day after December 28 in that year.

If the Lifetime Income Benefit Option is in effect on the Policy Maturity Date the provisions of section 3.14 will also apply.

### 1.12 ANNUITY PROVISIONS

No Premiums will be accepted after annuity payments commence and the Maturity and Death Benefit Guarantees as set out in sections 2.10, 2.11 and 2.12 (as applicable) no longer apply. For policies other than a TFSA, payments are not commutable during the Annuitant's lifetime. Where annuity payments depend upon the survival of the Annuitant We may require evidence that an Annuitant is living when any payment becomes due.

Annuity payments due while the Annuitant is living will be paid to You or, if You are not living, Your estate. Where the policy is based on the lives of two Joint Annuitants as selected in the application, if both Annuitants are living on the date annuity payments commence the annuity payments will be payable to the Policyowner while living. Payments following the death of the Policyowner will be payable to the surviving Joint Policyowner. You or Your representative must advise Us of the death of the last Annuitant prior to the next annuity payment following the date of his or her death. Payments made following the death of the last Annuitant must be returned to Us.

#### 1.12.1 Policy other than a TFSA policy and other than a policy held in a Trusteed Registered Plan that is a TFSA

If the last Annuitant dies after the date annuity payments commence but prior to the payment of 120 monthly payments, a death benefit equaling the commuted value of the remaining annuity payments will be payable in one sum. The payment will be made to the named beneficiary, if there is one, otherwise to You or Your estate. If the last Annuitant dies after 120 monthly annuity payments have been made, the annuity payments cease with the last payment before the death of the last Annuitant.

**Policyowner Resident In All Provinces Except Quebec When The Policy Is Issued**

If the Annuitant is living on the Policy Maturity Date and if the Policyowner was not a resident of Quebec on the date We issue the policy, the annuity payments will commence after the Policy Maturity Date and be in equal monthly amounts for a guaranteed period of 10 years (120 monthly payments) and thereafter for the remaining lifetime of the Annuitant. The amount of the annuity payments will be determined based on the Cash Value (as defined in section 2.3) and in accordance with Our then-current administrative rules using the annuity rate in effect and with respect to the age of the Annuitant on the Policy Maturity Date.

**Policyowner Resident In Quebec When The Policy Is Issued**

Policyowners resident in Quebec on the date We issue the policy may elect to commence annuity payments following the date the youngest Annuitant attains age 80 or 90 but a Maturity Guarantee will not apply. If an election is not made, annuity payments will commence following the Policy Maturity Date. "Annuitization Date" is the date the youngest Annuitant attains age 80 or 90, as applicable, if elected, or the Policy Maturity Date if no election was made.

If the Annuitant is living on the Annuitization Date and if the Policyowner was a resident of Quebec on the date We issue the policy, the annuity payments will commence after the Annuitization Date and be in equal monthly amounts for a guaranteed period of 10 years (120 monthly payments) and thereafter for the remaining lifetime of the Annuitant. The amount of the annuity payments will be determined by multiplying the Cash Value as of the applicable Annuitization Date by the greater of:

a) The then-current Canada Life annuity rate for a single life non-participating annuity with a guaranteed period of 10 years using the annuity rate in effect and with respect to the age of the Annuitant when the payments commence; and

b) For each $1,000 of Cash Value:

(i) If the Annuitant is male and the Policyowner elects to commence annuity payments

- In the month next following the month the Annuitant attains the age of 80 years, $5.10
- In the month next following the month the Annuitant attains the age of 90 years, $5.95; or

  If an election is not made the rate will be $5.96 and payments will commence following the Policy Maturity Date.

If the Annuitant is female and the Policyowner elects to commence annuity payments

- In the month next following the month the Annuitant attains the age of 80 years, $4.84
- In the month next following the month the Annuitant attains the age of 90 years, $5.92; or

  If an election is not made the rate will be $5.96 and payments will commence following the Policy Maturity Date.

(ii) Where Joint Annuitants are selected in the application, if the Joint Policyowners elect to commence annuity payments

- In the month next following the month the youngest Annuitant attains the age of 80 years, $3.96;
- In the month next following the month the youngest Annuitant attains the age of 90 years, $4.95;

If an election is not made, the rate will be $4.98 and payments will commence following the Policy Maturity Date.

If only one Annuitant is alive on the election date or the Policy Maturity Date, provision (i) will apply.

**1.12.2 TFSA policy or a policy held in a Trusteed Registered Plan that is a TFSA**

If the last Annuitant dies after the Policy Maturity Date but prior to the payment of 12 monthly payments any remaining annuity payments will be payable to the named beneficiary, if there is one, otherwise to You or Your estate.

**Policyowner Resident In All Provinces Except Quebec When The Policy Is Issued**

If the Annuitant is living on the Policy Maturity Date and if the Policyowner was not a resident of Quebec on the date We issue the policy, the annuity payments will commence after the Policy Maturity Date and be in equal monthly amounts for a guaranteed period of one year (12 monthly payments). The amount of the annuity payments will be determined based on the Cash Value and in accordance with Our then-current administrative rules using the annuity rate in effect and with respect to the age of the Annuitant on the Policy Maturity Date.

**Policyowner Resident In Quebec When The Policy Is Issued**

If the Annuitant is living on the Policy Maturity Date and if the Policyowner was a resident of Quebec on the date We issue the policy, the annuity payments will commence after the Policy Maturity Date and be in equal monthly amounts for a guaranteed period of one year (12 monthly payments). The amount of the annuity payments will be determined by multiplying the Cash Value as of the Policy Maturity Date by the greater of:

a) The then current Canada Life annuity rate for a one-year term certain annuity; and

b) $82.13 for each $1,000 of Cash Value of Your policy.

**1.13 NOTICE**

Any notice We send to You will be sent to Your address as shown on Our records.

### 1.14 FEES FOR ADDITIONAL SERVICES

We reserve the right to charge certain fees for additional services from time to time.

Subject to Our then-current administrative rules, fees cannot be paid from the Annuity Set-up fund.

### 1.15 RECOVERY OF EXPENSES AND INVESTMENT LOSSES

You agree to indemnify Us for any costs, expenses and investment losses that are incurred as a result of incomplete or incorrect information provided by You including, but not limited to, those costs, expenses and investment losses caused by not-sufficient fund (NSF) payments.

## 2. Segregated Funds

**Any amount that is allocated to a segregated fund is invested at the risk of the Policyowner and may increase or decrease in value.**

### 2.1 THE CANADA LIFE SEGREGATED FUNDS

This policy allows You to allocate Premiums to Units (as defined below) of the Canada Life Segregated Funds ("Segregated Fund(s)" or "Fund") made available by Us from time to time.

In this policy there are two categories of Segregated Funds; the Annuity Set-up Segregated Fund ("Annuity Set-up fund") and all other Segregated Funds. Under each category a separate Maturity and Death Benefit Guarantee will be calculated.

The Annuity Set-up fund is a class of the Money Market (Portico) Segregated Fund and is used to accumulate Premiums to purchase an income annuity policy, at Your request. A specific amount is required to purchase an income annuity policy. We reserve the right to change the minimum amount from time to time.

Typically the accumulation of Premiums in the Annuity Set-up fund and subsequent purchase of an income annuity policy occurs within a few business days. If a Premium is held in the Annuity Set-up fund for a period of time greater than the time set out in Our then-current administrative rules (currently three months but subject to change without notice) We reserve the right to redeem Units of the Annuity Set-up fund and allocate their value to the Money Market (Portico) Segregated Fund or another Segregated Fund that meets Our then-current administrative rules.

All other Segregated Funds are used to allocate Premiums to a variety of investments and styles.

The Segregated Funds are not separate legal entities. Rather, each Segregated Fund is a pool of assets that is kept separate or "segregated" from the general assets of Canada Life. The assets of each of the Segregated Funds are owned by Us. All investments of the Segregated Funds are made in the name of Canada Life. We retain control of the investments of the Segregated Funds.

A Premium allocated to the policy is subject to Our then-current administrative rules and applicable minimum and maximum amounts.

Each Segregated Fund can be divided into an unlimited number of classes ("Class"). Each Class can be subdivided into an unlimited number of notional units of equal value ("Units"). Currently, You can select one of four Classes (Standard series, Preferred series 1, Partner series, or Preferred partner series) and within each Class one or more of three "Sales charge options":

- Standard series front-end load, Standard series deferred sales charge and Standard series low-load deferred sales charge options ("Standard series")

- Preferred series 1 front-end load, Preferred series 1 deferred sales charge, and Preferred series 1 low-load deferred sales charge options (“Preferred series 1”)

- Partner series front-end load option (“Partner series”)

- Preferred partner series front-end load option (“Preferred partner series”)

Certain Segregated Funds may not be available under all Guarantee Levels or Classes. You cannot hold Units from multiple Classes in a single policy at the same time.

The Units are allocated to the policy solely for the purpose of determining the benefits to which You are entitled. Those benefits are based on the Unit Value (as defined in section 2.3 B) of the Units allocated to Your policy on a Valuation Day. A Unit is a notional concept only and You do not actually own an interest in the Segregated Fund or its holdings. In addition, this policy does not make You a shareholder of Canada Life and You have no voting rights.

We reserve the right to appoint investment managers to provide investment management, investment advisory and related services necessary for the investment and management of Segregated Fund property. We will advise You of any change of an investment manager. We may update a Segregated Fund’s investment strategy, including the removal or substitution of underlying funds, without notice to You.

We reserve the right to close or restrict the allocation of Premiums or switches to a Segregated Fund, Class or any Sales charge option. If We do so You cannot allocate a Premium or switch to the closed Segregated Fund, Class or Sales charge option. We can re-open the closed Segregated Fund, Class or Sales charge option for investment at Our discretion without notice to You.

We may add or terminate a Segregated Fund, Class or a Sales charge option. If We terminate a Segregated Fund while You are a unitholder of the Segregated Fund We will give You written notice of Our intent in accordance with any Applicable Legislation or guidelines.

If We terminate a Segregated Fund completely You have the right to switch the value of Your Units to the same Class of another Segregated Fund. We reserve the right to automatically switch the Units in the terminated Segregated Fund to another Segregated Fund of Our choosing. Our written notice to You will specify the Segregated Fund(s) that will be terminated; the proposed Segregated Fund that will receive the automatic switch and the date the automatic switch will occur if We do not receive other instructions from You five (5) business days prior to the date the Segregated Fund is to be terminated. A short-term trading fee will not apply.

The Segregated Funds are subject to various risks which can lead to changes in the value of the Segregated Fund. The rate and size of change in the value of the Segregated Fund over time is referred to as “volatility.” The relative volatility of each Segregated Fund is disclosed on the *Fund Facts* pages. We reserve the right to reassess the relative volatility of each Segregated Fund from time to time.

**2.2 INFORMATION FOLDER**

These policy provisions are accompanied by an information folder that includes additional information regarding the Segregated Funds, taxation and administration of the policy. The information folder does not form part of the contract other than the following information set out in the *Fund Facts* pages:

- name of the individual variable insurance contract and the Segregated Funds available from time to time

- management expense ratio
- risk disclosure
- fees and expenses

The above information in the *Fund Facts* pages was accurate and complied with the Canadian Life and Health Insurance Association Guideline G2 and the Autorité des marchés financiers Guideline of Individual Variable Insurance Contracts Relating to Segregated Funds as of the date noted on the *Fund Facts* page. This information can change from time to time without notice.

The remedies for any error in the above *Fund Facts* information will include reasonable measures by Us to correct the error but do not entitle You to specific performance under the contract.

If there is any conflict between these policy provisions and the information folder, these policy provisions will prevail.

**2.3 VALUATION**

We value the Segregated Funds and Units as set out below. We have the right to change how often We value the Segregated Funds and Units. We will notify You in writing 60 days before We change the valuation frequency. However, in no case will any Units be valued less frequently than monthly.

**A. Value of a Segregated Fund**

The value of each Segregated Fund will be determined at the close of business each day the Toronto Stock Exchange is open for business (“Valuation Day”). The value of each Segregated Fund is calculated by taking the total assets of the Segregated Fund, and subtracting liabilities which equals the total Net Asset Value (NAV) of the Segregated Fund. Generally, the value of an asset of the Segregated Fund will be the closing market price on each Valuation Day on a recognized securities exchange, and in all other cases, will be the fair market value as determined by Us.

Where the assets of a Segregated Fund consist of units of underlying funds the unit values of the underlying funds are the unit prices published by or on behalf of the underlying funds on the Valuation Day. If the unit value of the underlying fund is not available on a Valuation Day We will determine the fair market value.

**B. Unit Value**

For each Class We calculate a NAV per unit (“Unit Value”). A Unit Value for each Class is calculated by dividing the total value of the assets attributed to each Class less any liabilities attributed to that Class (including applicable investment management fees and operating expenses as described in Section 2.7 *Fees and expenses*) by the total number of Units outstanding. The Unit Value will fluctuate with the value of the Segregated Fund's investments. Generally, We determine the Unit Value on a Valuation Day according to Our rules then in effect.

We can subdivide or consolidate Units of a Segregated Fund upon giving notice to You. The subdivision or consolidation of Units does not affect the Market Value, but will result in an increase or decrease of the Unit Value.

**C. Market Value**

The value of Your policy (“Market Value”) will equal the number of the Units of each Segregated Fund allocated to Your policy multiplied by their respective Unit Values on the Valuation Day.

**D. Cash Value**

The cash value of Your policy (“Cash Value”) for purposes of redemptions and switches will be the Market Value less any applicable fees and charges.

**Subject to any applicable guarantee, any amount that is allocated to a Segregated Fund**

**is invested at Your risk and may increase or decrease in value.**

## 2.4 PREMIUMS, REDEMPTIONS AND SWITCHES

You may allocate Premiums to, switch or redeem Units of the Segregated Funds offered under this policy subject to these policy provisions and Our then-current administrative rules.

### 2.4.1 Premium provisions and allocating premiums to a Segregated Fund

Premiums to be allocated to the policy are to be paid to Canada Life at Our Administrative Office. If the initial Premium is paid by a cheque or any other means that is not honoured, the contract will be void.

A Premium is the amount You pay into the policy before any applicable deductions, which may include a front-end load fee, premium taxes and other governmental levies ("Premium").

Premiums can be paid by lump sum or pre-authorized chequing ("PAC") where applicable. For PACs We will withdraw money from Your account at Your financial institution in the amount and frequency specified by You subject to Our then-current administrative rules and allocate it to the Segregated Funds chosen by You. You may change or terminate Your participation under the PAC at any time before a scheduled redemption date as long as We receive notice as required under Our then-current administrative rules. PACs are not permitted on LRRSP, LIRA, RLSP, RRIF, Spousal RRIF, PRIF, LIF, RLIF and LRIF policies.

If any lump sum or PAC is not honoured for any reason, We reserve the right to charge You a fee, as set out in Our then-current administrative rules, to cover Our expenses and recover any investment losses. See section 1.15 *Recovery of Expenses and Investment Losses*. We will redeem Units to pay the fee and recovery of any investment losses. You are responsible for any income tax reporting and payment that may be required.

We will accept Premiums in accordance with Our then-current administrative rules up to the earlier of the Valuation Day prior to the Annuitant attaining age 91 and commencement of annuity payments as set out in section 1.12. Premiums allocated to the policy, Segregated Funds, Class and Sales charge options are subject to such minimum and maximum amounts as determined by Us from time to time. We reserve the right to reject any application and Premium. Any Premium received and rejected will be returned. We can discontinue the PAC or change how it functions at any time.

We will create a record for each Segregated Fund and Sales charge option to which a Premium is allocated. We will track all transactions in these Segregated Fund records. Subject to the following, We will provide You with a confirmation of transactions within a reasonable period of time. For PAC transactions a confirmation will only be provided when the PAC is established. We will not provide a confirmation for redemptions to pay fees or investment management fee rebates. All redemptions and fee rebates will, however, be reflected in a statement that will be provided to You at least annually. If You do not advise Us in writing of potential discrepancies in the confirmation or statement within 60 days of the confirmation or statement date, they will be deemed to be correct.

Each Premium will be allocated to the Segregated Fund(s) and Sales charge option(s) You have selected on the Valuation Day that all required original documentation and the Premium is received at Our Administrative Office, if it arrives in good order before 4:00 p.m. Eastern Time or before the Toronto Stock Exchange closes, whichever is earlier (the "Cut-off Time") or on the next Valuation Day if received after that time. We reserve the right to change the Cut-off Time. If the documentation is incomplete, Your instructions are not clear to Us or are not in accordance with Our then-current administrative rules, the Premium will be held in accordance with Our then-current administrative rules.

On the Valuation Day We receive satisfactory documentation and the initial Premium, the contract will come into force and this date will be the policy effective date.

The number of Units allocated to Your policy will equal the amount of the Premium less any applicable deductions which may include a front-end load fee, premium taxes and other governmental levies divided by the Unit Value of the applicable Class at the time. See section 2.3 *Valuation* for more information.

**Electronic Transactions**
We may allow a Premium to be allocated to a Segregated Fund, Class and Sales charge option electronically however, We may, in Our sole discretion, require all necessary and original documentation be provided to Us prior to the Premium being allocated.

If Your advisor has forwarded Your Premium and allocation instructions electronically and they are received in good order at the Administrative Office prior to the Cut-off Time on a Valuation Day, Units will be allocated to Your policy on that day, or the next Valuation Day if received after that time. All required original documentation and the necessary Premium must be forwarded to the Administrative Office immediately for processing.

If We have not received everything We require to process Your request within ten valuation days after We receive Your request, We will reverse the transaction. If there is any loss incurred as a result of reversing the transaction, the amount of the loss will be charged to You.

If on receipt of the required original documentation, it is incomplete or does not match the electronic instructions Your policy will be restricted and You will not be able to switch Units until the documentation is corrected to Our satisfaction. Once We receive satisfactory documentation, the restriction will be removed.

**2.4.2 Sales charge options and minimums**
The currently available Sales charge options are described below.

We reserve the right to add or remove Segregated Funds available. The then-current information folder will set out the Segregated Funds available under a Class and Sales charge option. We will advise You if We remove a Segregated Fund from a Class or Sales charge option if You are a unitholder of that Segregated Fund. If We remove a Segregated Fund, it can be re-added at Our discretion without notice to You. If a Segregated Fund is removed You cannot allocate any additional Premiums or make switches to it.

**2.4.2.1 Sales Charge Options**

**Front-end load options**
All four Classes (Standard series, Preferred series 1, Partner series, or Preferred partner series) offer the front-end load option.If You allocate Premiums to front-end load option Units the front-end load fee You agree to pay will be deducted from the Premium and paid to Your advisor’s firm. The remaining amount will be allocated to the Segregated Fund(s) You select.

**Where the Standard Series front-end load option or Partner series front-end load option is selected, the front-end load fee is negotiable with Your advisor up to a maximum of five per cent for all Segregated Funds except the Annuity Set-up fund.**

**Where the Preferred series 1 front-end load option or Preferred partner series front-end load option is selected, the front-end load fee is negotiable with Your advisor up to a maximum of two per cent for all Segregated Funds except the Annuity Set-up fund.**

**The front-end load fee for the Annuity Set-up fund is set at zero per cent.**

If You subsequently redeem front-end load option Units, You will not pay a redemption charge as outlined in section 2.4.8 *Redemption Charges* but You will have to pay any applicable short-term trading fee as set out in section 2.4.3, taxes and other charges. We can change the maximum front-end load fee upon notice to You.

Partner series and Preferred partner series Units are only available under the front-end load option.

When You invest in Partner series or Preferred partner series You must enter into Fee Agreement with respect to the advisory and management service (AMS) fee. For more information, see section *2.7.2 Advisory and management service (AMS) fee.*

**Deferred sales charge options and low-load deferred sales charge options**
Only Standard series and Preferred series 1 offer the deferred sales charge option and low-load deferred sales charge option. If You allocate Premiums to deferred sales charge option Units or low-load deferred sales charge option Units no front-end load fee will apply to such Premiums. The Premium will be allocated to the Segregated Fund You selected. If You subsequently redeem Units or switch to another Class and/or Sales charge option within the period applicable to each option, You will pay any applicable redemption charge as outlined in section 2.4.8 *Redemption Charges*, short-term trading fee as set out in section 2.4.3, taxes and other charges. You may also be subject to a front-end load fee.

For further details see 2.4.4.1 *Switching Units between Segregated Funds* and 2.4.4.2 *Switching Units between Classes*

### 2.4.2.2 Investment Minimums

**Standard series option and Partner series option**
Standard series and Partner series Units are available at a minimum initial Premium of $500 unless the policy is a RRIF, LIF, RLIF, PRIF or LRIF where the minimum initial Premium is $10,000, or if You are requesting automatic partial redemptions from a non-registered policy, the minimum initial Premium or existing Market Value of the policy is $7,500 which does not include Units allocated to the Annuity Set-up fund. The Premium allocated to each Segregated Fund must be at least $25 per Segregated Fund. Additional Premiums must be at least $100 unless the policy is a RRIF, Spousal RRIF, LIF, RLIF, PRIF or LRIF where the minimum is $1,000. If You allocate Premiums through PAC, the amount allocated per Segregated Fund must be at least $25 per Segregated Fund. We reserve the right to change the minimum and maximum amounts from time to time.

You cannot hold Units from multiple Classes in a single policy at the same time.

**Preferred series 1 option and Preferred partner series option Minimum Investment**
Currently, to invest in Preferred series 1 or Preferred partner series Units You must:

- invest a minimum investment amount as the initial Premium, that meets Our then-current administrative rules, in Preferred series 1 or Preferred partner series Units; or
- have a Market Value that meets Our then-current administrative rules in this policy which You switch to Preferred series 1 or Preferred partner series Units; and
- meet the Minimum Total Holdings requirement as set out below

An amount to be added to the policy, allocated to a Segregated Fund or establish a PAC must meet Our then-current administrative rules. We reserve the right to change the minimum and maximum amounts from time to time.

You cannot invest in Preferred series 1 or Preferred partner series Units where the lifetime income benefit option, as set out in section 3, has been selected.

You cannot hold Units from multiple Classes in a single policy at the same time.

**Preferred series 1 option and Preferred partner series option Minimum Total Holdings**

The Preferred series 1 and Preferred partner series Units are subject to a Minimum Total Holdings requirement, as set out in Our then-current administrative rules, in either this policy or other approved investment products ("Eligible Product").

Eligible Products must be held as follows (collectively referred to as "Total Holdings"):

- In Your name;
- In Your spouse's name;
- In joint names between You and Your spouse; or
- Other persons as We may allow under Our then-current administrative rules

On the Valuation Day the above requirements are satisfied Your Premium may be allocated to Preferred series 1 or Preferred partner series Units.

We reserve the right to change or waive the minimum investment amount and/or the Minimum Total Holdings amounts, without notice.

**Failure to maintain a Minimum Investment and/or Minimum Total Holdings**

If You make a redemption from Preferred series 1 or Preferred partner series Units which results in the Market Value falling below the then-current minimum investment threshold, as set out in Our then-current administrative rules, or a redemption is made from an Eligible Product which results in Your Total Holdings market value falling below the then-current minimum Total Holdings threshold, We may switch the value of all Your Preferred series 1 or Preferred partner series Units, held in all applicable policies, to Standard series for Preferred series 1 or Partner series for Preferred partner series Units of the same Segregated Fund and Sales charge option. If a Segregated Fund is not available another Segregated Fund(s), as determined by Our then-current administrative rules, will be selected by Us. For a non-registered policy, switches to a different Segregated Fund may result in a capital gain or loss.

We review Your Total Holdings on a regular basis. The frequency of the review may change from time to time and without notice.

We will give You written notice of Our intent to process the above switch. We will send the notice to Your most recent address on Our records for this policy. If a premium is added during the notice period which brings the Market Value of this policy or an Eligible Product up to the applicable value the switch will not be completed.

### 2.4.3 Short-term trading

Using Segregated Funds to time the market or trading on a frequent basis is not consistent with a long-term investment approach based on financial planning principles. In order to limit such activities We will charge a short-term trading fee that is retained in the Segregated Fund as compensation for the costs associated with a switch or redemption request.

Our current policy is to charge a short-term trading fee of up to two per cent of the amount switched or redeemed if You allocate Premiums to a Segregated Fund for less than 90 consecutive days. The fee is subject to change. This right is not affected by the fact that We may have waived it at any time previously. We reserve the right to increase the period of time a Premium must remain in a Segregated Fund. We will give You written notice of Our intent to increase the amount and/or time period at least 60 days in advance. Our notice to You will specify the affected Segregated Fund(s), new short-term trading fee and the new period of time. We will send the notice to Your most recent address on Our records for this policy. We have the right to take additional actions as We consider appropriate to prevent further similar activity by You. These actions can include the delivery of a warning, placing You on a watch list to monitor activity, declining to accept Premiums to, and switch and redemption requests from a Segregated Fund, delay trades by one Valuation Day and suspend trading under the policy. We reserve the right to change Our administrative practices or introduce new ones where We determine it is appropriate.

### 2.4.4 Switching Units within Your policy

#### 2.4.4.1 Switching Units between Segregated Funds

You can switch all or part of the value of Units allocated to Your policy by providing Us, at the Administrative Office, with appropriate documentation in Our approved form to that effect, subject to Our then-current administrative rules. The Annuity Set-up fund is subject to special rules, as described below. Switches will be subject to any applicable short-term trading fee in accordance with section 2.4.3, fees and other charges. When You request a switch between Segregated Funds You are redeeming Units of a Segregated Fund and allocating the net proceeds to another Segregated Fund. The oldest Units of the Segregated Fund will be switched first. Switches of units from the Standard series deferred sales charge option or Standard series low-load deferred sales charge option to the Standard series front-end load option or from Preferred series 1 deferred sales charge option or Preferred series 1 low-load deferred sales charge option to Preferred series 1 front-end load option prior to the expiry of the redemption charge schedule will incur applicable redemption charges.

**Switches are not permitted between:**

- **the Standard series deferred sales charge option and Standard series low-load deferred sales charge option;**
- **the Preferred series 1 deferred sales charge option and Preferred series 1 low-load deferred sales charge option;**
- **the Standard series front-end load sales charge option to Standard series deferred sales charge option or Standard series low-load deferred sales charge option; or**
- **the Preferred series 1 front-end load sales charge option to Preferred series 1 deferred sales charge option or Preferred series 1 low-load deferred sales charge option**

You can only switch Units between Classes if the total Cash Value is switched and any minimum investment is met.

**Normally, switches are not permitted into or out of the Annuity Set-up fund.** Any request to transfer the value of Segregated Fund Units to the Annuity Set-up fund or out of the Annuity Set-up fund is subject to Our approval. If Your request is approved it will be treated as a redemption (see section 2.4.5 *Redemptions* for details of how redemptions are processed). **The value of the applicable Maturity and Death Benefit Guarantees will change when a transfer occurs to or from the Annuity Set-up fund.**

The switch request must indicate the applicable Class and Sales charge option of the Segregated Fund(s) and the number of Units, percentage or dollar value You wish to redeem and the Class and Sales charge option of the Segregated Fund(s) You wish to allocate the proceeds to. Switches will be subject to any applicable front-end load fee as set out in section 2.4.2.1, redemption charge as set out in section 2.4.8, a short-term trading fee as set out in section 2.4.3, taxes, fees and other charges. You will not incur redemption charges on switches if You switch within the same Sales charge option and Your new Units will have the same remaining redemption charge schedule as Your old Units (if applicable).

If You switch Partner series or Preferred partner series Units the accrued AMS fee will be collected prior to a switch being processed when the remaining value of a Segregated Fund, in Our sole discretion, will be less than the upcoming quarterly fee.

Where Units allocated to Your policy are held under any of the deferred sales charge options and You switch the value of those Units for Units of a front-end load option, no front-end load fee will apply. You are responsible for any income tax reporting and payment that may be required.

We will redeem the Units of the Segregated Fund You have selected on the Valuation Day Your request is received at the Administrative Office if it arrives in good order before the Cut-off Time, or on the next Valuation Day if received after that time. We will then apply the net proceeds to the applicable Segregated Fund based upon the Unit Value in effect at that time. The number of Segregated Fund Units allocated to Your policy will equal the net amount of the proceeds divided by the Unit Value of the applicable Segregated Fund at the time.

**The value of the Maturity and Death Benefit Guarantees will not change when You switch the value of the Units allocated to the policy.**

We will not process a switch request if the amount requested exceeds the Cash Value of the Units You have chosen to redeem. Any switch must meet Our then-current minimum and maximum amounts. You may make up to 12 free switches in each calendar year, subject to Our then-current administrative rules. We reserve the right to increase or decrease the allowed number of switches without notice.

If the switch results in the value of Your Units of a Segregated Fund being lower than Our then-current required minimum amount, We reserve the right to switch the value of Your Units in that Segregated Fund to another Segregated Fund that meets Our then-current administrative rules. We reserve the right to change the minimum and maximum amounts.

Switch requests will be processed in the order they are received. For a non-registered policy, switches may result in a taxable capital gain or loss. You are responsible for any income tax reporting and payment that may be required.

Switches are subject to the suspension and postponement rights described in section 2.6 *Suspensions, Postponements and Limited Liquidity*.

**2.4.4.2 Switching Units between Classes**
If You hold Units of one Class and meet eligibility requirements, as set out in section 2.4.2.1 and 2.4.2.2, You can switch to Units of another Class by providing Us, at the Administrative Office, with appropriate documentation in Our approved form subject to Our then-current administrative rules.

If You switch to either Partner series or Preferred partner series, You must complete a Fee Agreement if there is no existing Fee Agreement.

If You switch to front-end load Units a front-end load fee may apply. The amount of the fee is calculated as set out in section 2.4.2.1. The front-end load fee You agree to pay will be deducted from the proceeds of the Units being redeemed. If a front-end load fee is not indicated the load fee will be zero.

Where You switch Standard series deferred sales charge and Standard series low-load deferred sales charge Units to Preferred series 1 deferred sales charge or Preferred series 1 low-load deferred sales charge Units You will not incur redemption charges if You switch within the same Sales charge option and Your new Units will have the same remaining redemption charge schedule as Your old Units.

Where You switch between Sales charge Options prior to the expiry of a redemption charge schedule You will incur applicable redemption charges as set out in section 2.4.8. You are responsible for any income tax reporting and payment that may be required.

You cannot hold Units from multiple Classes in a single policy at the same time.

The switch request must indicate all Units of a Class are to be switched to another Class Units of the Segregated Fund(s) You select. We will switch the Units of the Segregated Fund(s) You have selected on the Valuation Day Your request is received at the Administrative Office if it arrives in good order before the Cut-off Time, or on the next Valuation Day if received after that time for Units of the applicable Segregated Fund(s) based upon the Unit Value in effect at that time. The number of Units allocated to Your policy will equal the value of the Units You switched, net of any applicable charges, divided by the Unit Value of the Class for the applicable Segregated Fund at the time.

Switches between different funds and Class will be subject to any applicable short-term trading fee in accordance with section 2.4.3 and applicable fees and other charges. For a non-registered policy switches between different funds may result in capital gains or losses. You are responsible for any income tax reporting and payment that may be required.

If You switch Partner series or Preferred partner series Units the accrued AMS fees will be collected prior to a switch being processed when the remaining value of a Segregated Fund, in Our sole discretion, will be less than the upcoming quarterly fee.

**The value of the Maturity and Death Benefit Guarantees will not change when You switch the value of the Standard series Units and Preferred series 1 Units**

**2.4.5 Redemptions**
You can redeem all or part of the value of Units allocated to Your policy by providing Us, at the Administrative Office, with appropriate documentation in Our approved form to that effect. Redemptions are subject to Our then-current administrative rules and Applicable Legislation. Redemptions will be subject to a redemption charge in accordance with section 2.4.8, any applicable short-term trading fee in accordance with section 2.4.3, applicable withholding taxes, fees and other charges.

**The value of any Maturity or Death Benefit Guarantee will be proportionally reduced by any redemptions in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.**

The number of Units required to fulfill Your redemption request will be redeemed on the Valuation Day Your request is received at the Administrative Office if it arrives in good order before the Cut-off Time, or on the next Valuation Day if received later.

We will redeem Units to fund Your request first from any available Free Redemption Amount (see section 2.4.6), and then based upon the age of the Units held in the applicable Segregated Funds, with oldest Units being redeemed first. Standard series deferred sales charge option and Preferred series 1 deferred sales charge option Units older than seven years and Standard series low-load deferred sales charge option and Preferred series 1 low-load deferred sales charge option Units older than three years are redeemed without a redemption charge.

If You make a partial redemption from Preferred series 1 or Preferred partner series Units which results in the Market Value of Your policy or the market value of Your Total Holdings falling below specified minimums We may switch the remaining value of Your Preferred series 1 or Preferred partner series Units, held in all applicable policies, to Standard series for Preferred series 1 or Partner series for Preferred partner series Units of the same or similar Segregated Fund and Sales charge option in accordance with Our then-current administrative rules.

If You redeem Partner series or Preferred partner series Units the accrued AMS fees will be collected prior to the redemption being processed when the remaining value of a Segregated Fund, in Our sole discretion, will be less than the upcoming quarterly fee.

A cheque for the proceeds, less any applicable withholding taxes, fees or charges, will be mailed to Your most recent address on Our records for this policy or as requested in writing or the proceeds will be directly deposited to Your bank account once all documentation required to process Your redemption request is received in a form acceptable to Us.

If the request to transfer the value of Segregated Fund Units to the Annuity Set-up fund or from the Annuity Set-up fund is approved a cheque for the proceeds will not be forwarded and withholding taxes will not apply.

If We do not receive everything We require to process Your request within ten valuation days after We receive Your request, We will reverse the transaction. If there is any loss incurred as a result of reversing the transaction, the amount of the loss will be charged to You.

Redemptions requests will be processed in the order they are received and are subject to any Applicable Legislation that requires Us to withhold tax. Redemptions from a non-registered policy may result in a taxable capital gain or loss. The entire amount of redemptions from a registered policy, other than a TFSA policy, is taxable income. You are responsible for any income tax reporting and payment that may be required. Redemptions are subject to the suspension and postponement rights described in section 2.6 *Suspensions, Postponements and Limited Liquidity*.

The current minimum amount for a redemption from a Segregated Fund is $500 and is subject to Our then-current administrative rules. You may make two unscheduled redemptions in each calendar year, subject to Our then-current administrative rules. You cannot carry forward any unused unscheduled redemptions to another year. Additional redemptions are subject to an administrative charge. We reserve the right to increase or decrease the allowed number of unscheduled redemptions without notice.

Any applicable laws and regulatory guidelines may determine allowed redemption amounts.

**Redemptions reduce the Cash Value and the amount available for annuity payments. The value of Your Maturity Guarantee and Death Benefit Guarantee will be proportionally reduced by any redemption in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.**

**2.4.6 Free Redemption Amount**

You may redeem the following amount in each calendar year without a redemption charge ("Free Redemption Amount") subject to any applicable short-term trading fees (see section 2.4.3), taxes and other charges:

- Up to 10 per cent of the market value of the Standard series deferred sales charge option Units or Preferred series 1 deferred sales charge option Units allocated to each Segregated Fund as of December 31 of the previous calendar year; plus

- Up to 10 per cent of any Premiums allocated to the Standard series deferred sales charge option Units or Preferred series 1 deferred sales charge option Units allocated to each Segregated Fund in the current calendar year as of the date We receive Your redemption request.

You cannot carry forward any unused portion of the Free Redemption Amount to another calendar year.

**The Free Redemption Amount is not available for Units of the Standard series low-load deferred sales charge option or the Preferred series 1 low-load deferred sales charge option.**

The investment management fee rebates will not increase the Free Redemption Amount. For more information on investment management fee rebates see section 2.8. *Investment Management Fee Rebates.*

We can change or discontinue the Free Redemption Amount at any time upon notice to You.

**2.4.7 Automatic Partial Redemptions and Scheduled Income Redemptions**

You may request an automatic partial redemption ("APR") in Your non-registered or TFSA policy or scheduled income redemptions in Your RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF policy according to Our then-current administrative rules and subject to Applicable Legislation. Automatic partial redemptions and scheduled income redemptions cannot be made from the Annuity Set-up fund.

If You request an APR or scheduled income redemption from Preferred series 1 or Preferred partner series Units and the APR or scheduled income redemption results in the Market Value of Your policy or the market value of Your Total Holdings falling below specified minimums We may switch the remaining value of Your Preferred series 1 or Preferred partner series Units, held in all applicable policies, to Standard series for Preferred series 1 and Partner series for Preferred partner series Units of the same Segregated Fund and Sales charge option in accordance with Our then-current administrative rules. Any further APRs or scheduled income redemptions, as applicable, will be made from Standard series Units.

These redemptions are subject to the suspension and postponement rights described in section 2.6 *Suspensions, Postponements and Limited Liquidity*.

Requests for an APR and scheduled income redemptions must be received at least 30 days prior to the requested start date. Your written request must indicate the Segregated Fund(s) from which the Units are to be redeemed and the frequency of redemptions. If Segregated Fund Units are redeemed from either the Standard series deferred sales charge option or Preferred series 1 deferred sales charge option, any amount in excess of the Free Redemption Amount will be subject to a redemption charge as set out in section 2.4.8. If Segregated Fund Units are redeemed from either the Standard series low-load deferred sales charge option or Preferred series 1 low-load sales charge option, they will be subject to a redemption charge as set out in section 2.4.8.

If We cannot redeem sufficient Units from a Segregated Fund or the Segregated Fund has been closed to redemptions under the suspension and postponement rights described in section 2.6 *Suspensions, Postponements and Limited Liquidity*, We will redeem Units in accordance with Our then-current administrative rules.

We may require evidence that the Annuitant and/or the person receiving any payment is living before any redemption is paid.

You must have a minimum amount in Your policy in order to start an APR in accordance with Our then-current administrative rules.

**The value of Your Maturity Guarantee and Death Benefit Guarantee will be proportionally reduced by any redemption in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.**

### 2.4.8 Redemption Charges

We reserve the right to change the amount or the nature of the redemption charge at any time. We will notify You in writing before We increase the charge.

#### 2.4.8.1 Front-end load options

If You choose to redeem front-end load option Units You will have to pay any applicable short-term trading fee as set out in section 2.4.3, taxes and other charges. However, there will be no redemption charge.

#### 2.4.8.2 Deferred sales charge options

If You choose to redeem deferred sales charge option Units, subject to the free redemption amount set out in section 2.4.6. You will have to pay any applicable short-term trading fee as set out in section 2.4.3, taxes and other charges.

Any redemptions, including redemptions for the Maturity Guarantee Reset Fee, Death Benefit Guarantee Reset Fee and short-term trading fee, within seven years of the date a Premium is allocated to those Units will require You to pay a redemption charge. Any switch between deferred sales charge option Units, including Standard series deferred sales charge option Units and Preferred series 1 deferred sales charge option Units does not change the redemption charge schedule applicable to those Units. The redemption charge is a percentage of the amount redeemed and declines over time as indicated in the table below.

| **Period after allocation of a Premium to deferred sales charge option** | **Redemption charge as a percentage of the amount redeemed from deferred sales charge option** |
|---|---|
| Less than 1 year | 5.5% |
| 1 year to less than 2 years | 5.0% |
| 2 years to less than 3 years | 5.0% |
| 3 years to less than 4 years | 4.0% |
| 4 years to less than 5 years | 4.0% |

| Period after allocation of a Premium to deferred sales charge option | Redemption charge as a percentage of the amount redeemed from deferred sales charge option |
|---|---|
| 5 years to less than 6 years | 3.0% |
| 6 years to less than 7 years | 2.0% |
| Thereafter | 0.0% |

Redemption charges do not apply to the Death Benefit.

**2.4.8.3 Low-load deferred sales charge options**

If You choose to redeem low-load deferred sales charge option Units You will have to pay any applicable short-term trading fee as set out in section 2.4.3, taxes and other charges.

Any redemptions, including redemptions for the Maturity Guarantee Reset Fee, Death Benefit Guarantee Reset Fee and short-term trading fee, within three years of the date a Premium is allocated to those Units will require You to pay a redemption charge. Any switch between low-load deferred sales charge option Units, including Standard series low-load deferred sales charge option Units and Preferred series 1 low-load deferred sales charge option Units does not change the redemption charge schedule applicable to those Units. The redemption charge is a percentage of the amount redeemed and declines over time as indicated in the table below.

| Period after allocation of a Premium to low-load deferred sales charge option | Redemption charge as a percentage of the amount redeemed from low-load deferred sales charge option |
|---|---|
| Less than 1 year | 3.0% |
| 1 year to less than 2 years | 2.5% |
| 2 years to less than 3 years | 2.0% |
| Thereafter | 0.0% |

Redemption charges do not apply to the Death Benefit.

**2.5 REBALANCING SERVICE**

The rebalancing service is an automatic portfolio rebalancing service that allows You to invest in selected Segregated Funds and choose to have the Segregated Funds rebalanced to a target allocation on specific rebalancing dates. The frequency of the rebalancing and the rebalancing range percentages selected by You are subject to Our then-current administrative rules. Units of all Sales charge options held in Your policy are taken into consideration when a rebalancing occurs.

You can choose eligible Segregated Funds You wish to have rebalanced. We will only rebalance those You have selected under this service.

To participate in the rebalancing service You must provide Us, at Our Administrative Office, with the appropriate documentation in Our approved form, subject to Our then-current administrative rules. The rebalancing service will commence once complete documentation, acceptable to Us, has been received at Our Administrative Office.

The selected Segregated Funds will be monitored and reviewed against the requested target allocation on the rebalance dates that You select. On a rebalance date if the weightings attributable to the Segregated Fund differ by an amount equal to or greater than the rebalancing range percentage You selected, We will rebalance a Segregated Fund to a point within the rebalancing range percentage in accordance with Our then-current administrative rules.

The Segregated Funds available under the rebalancing service may be limited to a number of rebalancing eligible Segregated Funds that We make available from time to time. If a Segregated Fund is not eligible You are not able to select it in Your target allocation. The list of current rebalancing eligible Segregated Funds is available upon request and is set out in the current information folder. We reserve the right to add or remove a Segregated Fund from the list of rebalancing eligible Segregated Funds from time to time, without notice.

If We remove a Segregated Fund from the eligible list it will not be included in any future scheduled rebalancing. We will advise You after a Segregated Fund becomes ineligible in accordance with Our then-current administrative rules.

Currently the Annuity Set-up fund is not available under the rebalancing service.

You may direct Your Premium to rebalancing eligible Segregated Funds either directly or through the Money Market Rebalancing Series (Portico) Segregated Fund or another Segregated Fund ("Rebalancing Fund") as determined by Our then-current administrative rules. The Rebalancing Fund is a Class of the Money Market (Portico) Segregated Fund.

If You direct Premiums through the Rebalancing Fund, We will apply the Premiums to the rebalancing eligible Segregated Funds You select on the next Valuation Day following receipt of completed and acceptable documentation if received prior to the Cut-off Time at Our Administrative Office or on the second Valuation Day following receipt if received after the Cut-off Time. If the documentation is incomplete or Your instructions are not clear to Us the Premium will be held in accordance with Our then-current administrative rules.

If Premiums are allocated to the Rebalancing Fund and We have not received instructions specifying target allocations and rebalancing preferences within 30 days, the market value of the Units will be automatically switched for Units of the Money Market (Portico) Segregated Fund or another Segregated Fund as determined by Our then-current administrative rules. The Units will continue to be held under the same Sales charge option as originally specified when the Premium was allocated to the Rebalancing Fund.

You can change Your target allocation, rebalancing range or rebalancing frequency by providing updated written instructions at Our Administrative Office in a form acceptable to Us. You may also request a manual rebalancing of Your Segregated Funds outside of the scheduled automatic rebalancing period at any time. A manual rebalancing may trigger short-term trading fees. You will have to pay any applicable short-term trading fee as set out in section 2.4.3.

If You redeem all the Units in a Segregated Fund that was part of Your target allocation without providing Us with amended instructions We will rebalance the remaining eligible Segregated Funds and proportionately reallocate the value of the Units to the Segregated Funds in Your stated target allocation including the redeemed Segregated Fund at time of the next scheduled rebalancing,

We reserve the right to introduce fees for the rebalancing service and minimum amounts on prior written notice to You. We may terminate the rebalancing service at any time by providing notice to You in accordance with Our then-current administrative rules.

In a non-registered policy, transactions under the rebalancing service may result in a taxable capital gain or loss. You are responsible for any income tax reporting and payment that may be required as a result of any transaction.

**2.6 SUSPENSIONS, POSTPONEMENTS AND LIMITED LIQUIDITY**

We anticipate having sufficient cash and marketable securities on hand to enable Us to effect redemption requests or switches for all Units for which a request has been received, but

We may, in Our sole discretion, suspend redemptions or switches, or from time to time postpone the date fixed for redemptions or switches with respect to such request under the following circumstances:

a) During any period when normal trading is suspended on any stock exchange within or outside of Canada on which securities are listed which represent a significant percentage, in Our sole discretion, by value of the total assets of the Segregated Fund or underlying fund, without allowance for liabilities; or
b) When circumstances exist as a result of which, in Our opinion, it is not reasonably practicable to dispose of investments held for the Segregated Fund or as a result of which any such disposal would be materially prejudicial to the policyowners who hold Units in the Segregated Fund.

During any suspension or postponement, We will administer requests for redemptions or switches in a manner considered equitable by Us having regard to Our then-current administrative rules in effect and any applicable laws.

In addition, should the total redemption requests exceed the current liquidity of a Segregated Fund, such redemption requests will be honoured on a pro-rata basis, up to the distributable liquidity as determined by Us. Redemption requests beyond the distributable liquidity of the Segregated Fund, subject to suspension or delay of further redemptions, will be carried forward, and honoured as soon as the liquidity position of the Segregated Fund permits. As redemption requests are met, the appropriate number of Units will be deducted from the total number of Units held by each policyowner as shown on Our records, and the remaining Units shall remain recorded thereon.

## 2.7 FEES AND EXPENSES

### 2.7.1 Investment management fees, Operating expenses and Management expense ratio

Investment management fees, operating expenses and advisory and management service fee are all charges related to the investment and administration of the Segregated Funds.

**Investment management fee and Operating expenses**

The investment management fee varies depending on the Guarantee Level, Segregated Fund and Class chosen. For information on the current investment management fee, see the then-current information folder.

An investment management fee is charged in respect of each Class and is a percentage of the market value of each Class of the Segregated Fund, plus applicable taxes. An investment management fee is deducted on a Valuation Day and paid to Us before We calculate that Class' Unit Value.

We reserve the right, subject to section 2.9 *Fundamental Changes to a Segregated Fund*, to increase the investment management fee by giving You 60 days' notice.
In addition to the investment management fees, each Segregated Fund is responsible for paying its respective operating expenses. These operating expenses are deducted from the assets of the Segregated Fund before the calculation of the applicable Unit Value and may include legal, audit, custodian, order processing, portfolio valuation and report preparation costs. Investment management fees and operating expenses may be subject to applicable taxes, which will be charged to the applicable Segregated Fund. Operating expenses may change from time to time.

For Segregated Funds that invest in an underlying fund, the fees and expenses payable in connection with the management, operation and administration of the underlying fund are in addition to those payable by the Segregated Fund. As a result, the Segregated Fund pays its own fees and expenses and its proportionate share of the fees and expenses of the underlying fund based on the number of Units of the underlying fund owned by the Segregated Fund. There will be no duplication in the payment of investment management fees in such circumstances. The investment management fee shown in the then-current information folder is the total of the investment management fees charged by the Segregated Fund and the underlying fund.

**Management expense ratio (MER)**
For Standard series and Preferred series 1 the MER is the total of the investment management fee and operating expenses and includes a trailing commission payable to Your advisor

For Partner series and Preferred partner series the MER is the total of the investment management fee, and operating expenses but does not include any amounts payable to your advisor for advisory and management services. You are responsible for paying the advisory and management service (AMS) fee. For more information, see section *2.7.2 Advisory and management service (AMS) fees.*

The MER is expressed as an annualized percentage of daily average net assets for the year. The investment management fee and operating expenses (including any applicable expenses of an underlying fund) are deducted before the applicable Unit Value is calculated. The most current MER is published each year in the audited financial statements. The MER is subject to change from time and time and without notice.

### 2.7.2 Advisory and management service (AMS) fees

When You invest in Partner series and Preferred partner series for each Segregated Fund held in Your policy You will pay an advisory and management service fee ("AMS fee") by redemption of Units from each Segregated Fund in Your policy. The AMS fee is negotiated between You, Your advisor and Us and set out in the Fee Agreement. The AMS fee may be renegotiated only if You, Your advisor and We agree.

The AMS fee is calculated and accrued daily. You are also required to pay applicable taxes on the AMS fee, to Us. Any such taxes will be remitted to the appropriate Government tax authorities.

The daily accrued amount of the AMS fee is equal to the market value of the Units of each of the Segregated Funds held in Your policy multiplied by the AMS fee for that day plus applicable taxes.

The AMS fee is currently paid quarterly. We have the right to change the frequency the AMS fee is paid by giving You notice.

**The AMS fee will not proportionally reduce the maturity or death benefit guarantee amounts.**

For Segregated Funds the Canada Revenue Agency has advised currently the AMS fee is not tax deductible under the Income Tax Act. You are responsible for any income tax reporting and payment that may be required.

### 2.8 Investment Management Fee Rebates

Investment management fee rebates apply automatically once certain conditions are met. The eligibility criteria depends on the Class You hold – Standard series, Partner series, Preferred series 1 or Preferred partner series ("Eligible Holdings").

When You are eligible, You will receive investment management fee rebates. Fee rebates will be applied if they exceed a minimum threshold as set out in Our then-current administrative rules. If the fee rebate amount is below the threshold the fee rebate will continue to accrue until the next fee rebate payment date.

The fee rebates are calculated daily and credited to each applicable segregated fund as an allocation of additional Units at the end of each quarter, or when a full redemption or switch occurs. Where the additional Units are allocated to the deferred sales charge option or low-load sales charge option You will not be subject to a redemption charge as set out in section 2.4.8.2 or 2.4.8.3 when redeeming those Units. **The maturity and death benefit guarantees or values under the lifetime income benefit option will not be increased with this allocation.**

The fee rebate will not be paid to You in cash or include taxes.

We reserve the right to change the minimum amounts without notice to You. We may terminate the investment management fee rebate program at any time without notice.

**Standard series and Partner series**

For Standard series and Partner series, to be eligible for an investment management fee rebate, You must meet the Eligible Holdings requirement as set out in Our then-current administrative rules. For this rebate, Your Eligible Holdings will include this policy and other approved investment products set out in Our then-current administrative rules.

**Preferred series 1 and Preferred partner series**

For Preferred series 1 and Preferred partner series, to be eligible for a rebate You must meet the Eligible Holdings requirement as set out in Our then-current administrative rules. You can meet this Eligible Holdings requirement by applying investments either to this policy and/or to other approved investment products (see Eligible Products outlined in section 2.4.2.2 *Investment Minimums).*

## 2.9 FUNDAMENTAL CHANGES TO A SEGREGATED FUND

If We make any of the following fundamental changes to a Segregated Fund, We will notify You in writing at least 60 days before the change occurs.

- Increase in the investment management fee
- Material change to the fundamental investment objective of a Segregated Fund
- Decrease in the frequency with which the Units of a Segregated Fund are valued
- If applicable, an increase in the fee charged for the Maturity Guarantee Reset Option, the Death Benefit Guarantee Reset Option or the Lifetime Income Benefit Fee if the increase is greater than the maximum allowed (see sections 2.11.5 Death Benefit Guarantee Reset Fee, 2.12.4 Maturity Guarantee Reset Fee, 2.12.7 Death Benefit Guarantee Reset Fee and 3.4 Lifetime Income Benefit Monthly Charge, as applicable).

During the notice period, You will have the right to switch the value of Your Units from the affected Segregated Fund to the same Class and Sales charge option of a similar Segregated Fund that is not subject to the fundamental change without incurring a fee, provided You advise Us, in a form satisfactory to Us, at least five (5) business days prior to the change happening. We will advise You of similar Segregated Funds that are available to You. A similar fund is a Segregated Fund within the same investment fund category that has a comparable investment objective and the same or lower investment management fee. The notice will be sent to Your most recent address on Our records for this policy.

If We do not offer a similar Segregated Fund, You have the right to redeem Your Units without incurring a fee provided You advise Us at least five (5) business days prior to the change happening. We will advise You if this applies to You.

Switches or redemptions from a non-registered policy may result in a taxable capital gain or loss. The entire amount of redemptions from a registered policy, other than a TFSA policy, is taxable income. You are responsible for any income tax reporting and payment that may be required.

During the transition period between the notice and the effective date of the fundamental change, You will not be permitted to allocate Premiums to or switch into the affected Segregated Fund unless You agree to waive Your rights under this fundamental change provision.

**2.10 75/75 GUARANTEE PROVISIONS**
**The provisions of this section apply if You selected the 75/75 Guarantee on the application.**

The maturity and death benefit guarantees applicable to the Annuity Set-up fund are calculated separately from the maturity and death benefit guarantees for all other Segregated Funds held in Your policy. The same process applies to each calculation. The following describes how We determine the maturity and death benefit guarantees for each Category.

For purposes of the entire section 2.10 "Category" means the Annuity Set-up fund or all other Segregated Funds held in Your policy, as applicable.

**2.10.1 Maturity Guarantee**
The Maturity Guarantee is provided on the Maturity Guarantee Date (see section 2.10.2).

The Maturity Guarantee of each Category on that date is the greater of the:

- Market Value of the Category; or
- 75 per cent of the Premiums allocated to the Category reduced proportionally by any redemptions from that Category ("Maturity Guarantee Amount")

On the Maturity Guarantee Date if the Maturity Guarantee Amount of the Category exceeds the Market Value of the Category, We will make a top-up payment for the difference, in accordance with Our then-current administrative rules. This top-up payment will be allocated to front-end load option Units of the Money Market (Portico) Segregated Fund or to another Segregated Fund as determined by Our then-current administrative rules ("Holding Fund") or to the Annuity Set-up fund, as applicable. You are responsible for any income tax reporting and payment that may be required as a result of payment of the guarantee. If the Market Value of the Category is equal to or higher than the applicable Maturity Guarantee Amount, We will not pay a top-up.

The payment of any top-up does not affect the Maturity or Death Benefit Guarantee Amounts.

**2.10.2 Maturity Guarantee Date**
The Maturity Guarantee Date is determined as follows:

A) Where this policy is an RRSP, Spousal RRSP, LIRA, LRRSP or RLSP and the Valuation Day when the first Premium is allocated to the policy is:

i) Prior to the Annuitant attaining age 60, the Maturity Guarantee Date will be December 28 of the year the Annuitant attains the Maximum Age; or

ii) On or after the Annuitant attains age 60, the Maturity Guarantee Date is December 28 of the year the Annuitant attains age 80, subject to the policy commencing payment as a RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF policy (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age

If You surrender the policy prior to the dates and conditions set out in A (i) and (ii) above, there is no Maturity Guarantee Date.

B) Where this policy is a non-registered policy, a RRIF, Spousal RRIF, PRIF, LIF, RLIF, LRIF or TFSA policy, the Maturity Guarantee Date will be the same date as the Policy Maturity Date.

C) If December 28 is not a Valuation Day the Maturity Guarantee Date will be the next Valuation Day after December 28.

**2.10.3 Death Benefit**

A) If We receive notification acceptable to Us of the death of the last Annuitant on a Valuation Day that is on or prior to the Policy Maturity Date and prior to the Cut-off Time, We will switch all Segregated Fund Units, including Units of the Annuity Set-up fund, for front-end load option Units of the Holding Fund as of that Valuation Day. If We receive the notification after the Cut-off Time or the date of notification is not a Valuation Day, We will use the next Valuation Day. Notice must be received by Us at Our Administrative Office. Any applicable redemption charges as set out in section 2.4.8 will not apply on this switch. The accrued AMS fees related to Partner series or Preferred partner series Units, as set out in section 2.7.2 *advisory and management service (AMS) Fees*, will be charged at the time of this switch. Any PACs, automatic partial or scheduled income redemptions being made will cease.

If on the Valuation Day We process the above switch to the Holding Fund and the Market Value of the Category is less than the applicable Death Benefit Guarantee Amount (see section 2.10.3.B), We will make a top-up payment for the difference in accordance with Our then-current administrative rules. This top-up payment will be allocated to front-end load option Units of the Holding Fund. You are responsible for any tax reporting and payment that may be required. If the Market Value of the Category is higher than the applicable Death Benefit Guarantee Amount, We will not pay a top-up.

The "Death Benefit" means the value of the Holding Fund Units allocated to the policy as of the Valuation Day We process the above switch and any applicable top-up payments.

B) The Death Benefit Guarantee Amount is 75 per cent of the Premiums allocated to a Category reduced proportionally by any redemptions from that Category.

**2.11 75/100 GUARANTEE PROVISIONS**
**The provisions of this section apply if You selected the 75/100 Guarantee on the application.**

The maturity and death benefit guarantees applicable to the Annuity Set-up fund are calculated separately from the maturity and death benefit guarantees for all other Segregated Funds held in Your policy. The same process applies to each calculation. The following describes how We determine the maturity and death benefit guarantees for each Category.

For purposes of the entire section 2.11 "Category" means the Annuity Set-up fund or all other Segregated Funds held in Your policy, as applicable.

**2.11.1 Maturity Guarantee**

The Maturity Guarantee is provided on the Maturity Guarantee Date (see section 2.11.2).

The Maturity Guarantee of each Category, on that date, is the greater of the:

- Market Value of the Category; or

- 75 per cent of the Premiums allocated to the Category reduced proportionally by any redemptions from that Category ("Maturity Guarantee Amount")

On the Maturity Guarantee Date if the Maturity Guarantee Amount of the Category exceeds the Market Value of the Category, We will make a top-up payment for the difference in accordance with Our then-current administrative rules. This top-up payment will be allocated to front-end load option Units of the Money Market (Portico) Segregated Fund or to another Segregated Fund as determined by Our then-current administrative rules ("Holding Fund") or to the Annuity Set-up fund, as applicable. You are responsible for any income tax reporting and payment that may be required as a result of payment of the guarantee. If the Market Value of the Category is equal to or higher than the applicable Maturity Guarantee Amount, We will not pay a top-up.

The payment of any top-up does not affect the Maturity or Death Benefit Guarantee Amounts.

**2.11.2 Maturity Guarantee Date**
The Maturity Guarantee Date is determined as follows:

A) Where this policy is an RRSP, Spousal RRSP, LIRA, LRRSP or RLSP and the Valuation Day when the first Premium is allocated to the policy ("Fund Entry Date") is:

i) Prior to the Annuitant attaining age 60, the Maturity Guarantee Date will be December 28 of the year the Annuitant attains the Maximum Age; or

ii) After the Annuitant attains age 60, the Maturity Guarantee Date is December 28 of the year the Annuitant attains age 80, subject to the policy commencing payment as a RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF policy (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age

If You surrender the policy prior to the dates and conditions set out in A (i) and (ii) above, there is no Maturity Guarantee Date.

B) Where this policy is a non-registered policy, a RRIF, Spousal RRIF, PRIF, LIF, RLIF, LRIF or TFSA policy the Maturity Guarantee Date will be the same date as the Policy Maturity Date.

C) If December 28 is not a Valuation Day the Maturity Guarantee Date will be the next Valuation Day after December 28.

**2.11.3 Death Benefit**
A) If We receive notification acceptable to Us of the death of the last Annuitant on a Valuation Day that is on or prior to the Policy Maturity Date, and prior to the Cut-off Time, We will switch all Segregated Fund Units, including Units of the Annuity Set-up fund, for front-end load option Units of the Holding Fund as of that Valuation Day. If We receive the notification after the Cut-off Time or the date of notification is not a Valuation Day, We will use the next Valuation Day. Notice must be received by Us at Our Administrative Office. Any applicable redemption charges as set out in section 2.4.8 will not apply on this switch. The accrued AMS fees related to Partner series or Preferred partner series Units, as set out in section 2.7.2 *advisory and management service (AMS) Fees*, will be charged at the time of this switch. Any PACs, automatic partial or scheduled income redemptions being made will cease.

If on the Valuation Day, We process the above switch to the Holding Fund and the Market Value of the Category is less than the applicable Death Benefit Guarantee Amount (see section 2.11.3 B), We will make a top-up payment for the difference in accordance with Our then-current administrative rules. This top-up payment will be allocated to front-end load option Units of the Holding Fund. You are responsible for any tax reporting and payment that may be required. If the Market Value of the Category is higher than the Death Benefit Guarantee Amount, We will not pay a top-up.

The "Death Benefit" means the value of the Holding Fund Units allocated to the policy as of the Valuation Day We process the above switch and any applicable top-up payments.

B) The Death Benefit Guarantee Amount varies according to the age of the Annuitant at the time a Premium is allocated to a Category and the length of time the Premium is allocated to the Category.

The Death Benefit Guarantee Amount is the sum of:

- 100 per cent of the Premiums allocated to a Category for all Premium Years where the Annuitant is age 79 or younger at the start of the Premium Year; and
- The following percentages of the Premiums allocated to a Category for each applicable Premium Year if the Annuitant is age 80 or older at the start of the Premium Year:
  - 75 per cent during the Premium Year the Premium is allocated
  - 80 per cent during the second Premium Year following the year the Premium is allocated
  - 85 per cent during the third Premium Year following the year the Premium is allocated
  - 90 per cent during the fourth Premium Year following the year the Premium is allocated
  - 95 per cent during the fifth Premium Year following the year the Premium is allocated
  - 100 per cent in sixth and subsequent Premium Years following the year the Premium is allocated

The applicable Death Benefit Guarantee Amount will be proportionally reduced by redemptions from a Category in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.

"Premium Year" is the 12-month period between each Anniversary of the Fund Entry Date. "Anniversary of the Fund Entry Date" refers to the calendar Anniversary of the Fund Entry Date. If the calendar Anniversary of the Fund Entry Date is not a Valuation Day, the Anniversary of the Fund Entry Date will be the next Valuation Day.

**2.11.4 Death Benefit Guarantee Reset Option**
Sections 2.11.4 and 2.11.5 only apply if You have selected the Death Benefit Guarantee Reset Option on the application. You must pay a fee as set out in section 2.11.5. Once selected, this reset option cannot be terminated.

If, on the Anniversary of the Fund Entry Date, the Market Value of the Category is greater than the applicable Death Benefit Guarantee Amount, We will increase the applicable Death Benefit Guarantee Amount to the applicable Market Value of the Category ("Annual Reset"). Annual Resets will occur up to and including the last Anniversary of the Fund Entry Date prior to the Annuitant attaining the age of 70. After this date, no further Annual Resets will occur. If the Market Value of the Category is less than the Death Benefit Guarantee Amount, the Death Benefit Guarantee Amount will not be changed. If the Anniversary of the Fund Entry Date is not a Valuation Day, the applicable processing will occur on the next Valuation Day.

**2.11.5 Death Benefit Guarantee Reset Fee**
The amount of the Death Benefit Guarantee Reset Fee varies for each Segregated Fund and

from time to time. For more information see the then-current information folder.

The Death Benefit Guarantee Reset Fee is a percentage of the Market Value of the Segregated Fund Units allocated to Your policy. On each Anniversary of the Fund Entry Date, We calculate the reset fee for each Segregated Fund and deduct the reset fee as one amount by redeeming Units. Subject to Our then-current administrative rules, You can select which Segregated Fund the reset fee is to be charged. If You do not make an election or the Segregated Fund You selected does not have sufficient market value, We will redeem other Units in accordance with Our then-current administrative rules. Any applicable redemption charges as set out in section 2.4.8 will be charged on the redemption of the Units.

For a non-registered policy these redemptions may result in a taxable capital gain or loss. You are responsible for any income tax reporting and payment that may be required.

The reset fee will cease after the last Anniversary of the Fund Entry Date prior to the Annuitant turning age 70.

The reset fee will not proportionally reduce the Maturity or Death Benefit Guarantee Amounts.

We have the right to change the Death Benefit Guarantee Reset Fee at any time. If We increase the reset fee by more than the greater of 0.50 per cent or 50 per cent of the current reset fee, it will be considered a fundamental change and You will have certain rights (see section 2.9 *Fundamental Changes to a Segregated Fund*). If We increase the reset fee, We will tell You in writing 60 days before We make the change.

## 2.12 100/100 GUARANTEE PROVISIONS

**The provisions of this section apply if You selected the 100/100 Guarantee on the application.**

The maturity and death benefit guarantees applicable to the Annuity Set-up fund are calculated separately from the maturity and death benefit guarantees for all other Segregated Funds held in Your policy. The same process applies to each calculation. The following describes how We determine the maturity and death benefit guarantees for each Category.

For purposes of the entire section 2.12 “Category” means the Annuity Set-up fund or all other Segregated Funds held in Your policy, as applicable.

### 2.12.1 Maturity Guarantee

The Maturity Guarantee is provided on the Maturity Guarantee Date. If there is no Maturity Guarantee Date, there is no Maturity Guarantee.

Where applicable, the Maturity Guarantee is the greater of the:

- Market Value of the Category; or
- Maturity Guarantee Amount

The Maturity Guarantee Amount for each Category on the Maturity Guarantee Date is the sum of:

A) 100 per cent of the Premiums allocated to the Category for at least 15 years; and

B) 75 per cent of the Premiums allocated to the Category for less than 15 years

The Maturity Guarantee Amount for each Category will be proportionally reduced by any redemptions from that Category in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.

On the Maturity Guarantee Date, if the Maturity Guarantee Amount of the Category exceeds the Market Value of the Category, We will make a top-up payment for the difference, in accordance with Our then-current administrative rules. This top-up payment will be allocated to the front-end load option Units of the Money Market (Portico) Segregated Fund or to another Segregated Fund as determined by Our then-current administrative rules ("Holding Fund") or to the Annuity Set-up fund, as applicable. You are responsible for any income tax reporting and payment that may be required. If the Market Value of the Category is greater than the applicable Maturity Guarantee amount, We will not pay a top-up.

The payment of any top-up does not affect the Maturity or Death Benefit Guarantee Amounts.

**2.12.2 Maturity Guarantee Date**

For purpose of calculating the applicable Maturity Guarantee Amount and any applicable resets under this policy, the Maturity Guarantee Date will be the most recent Maturity Guarantee Date as recorded at Our Administrative Office.

**A) Initial Maturity Guarantee Date**

- The date is at least 15 years after the Fund Entry Date; and
- It does not exceed the Policy Maturity Date

"Fund Entry Date" refers to the Valuation Day when the first Premium is allocated to the policy. "Anniversary of the Fund Entry Date" refers to the calendar Anniversary of the Fund Entry Date. If the calendar Anniversary of the Fund Entry Date is not a Valuation Day, the Anniversary of the Fund Entry Date will be the next Valuation Day.

If an initial Maturity Guarantee Date is not selected, the default initial Maturity Guarantee Date will be 15 years from the Fund Entry Date provided it does not exceed the Policy Maturity Date. If the initial Maturity Guarantee Date is not a Valuation Day, the date will be adjusted to the next Valuation Day following the initial Maturity Guarantee Date.

If the policy is an RRSP, Spousal RRSP, LIRA, LRRSP or RLSP and the initial Maturity Guarantee Date is beyond the Maximum Age the initial Maturity Guarantee Date is subject to the policy commencing payment as a RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF policy (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age.

If the Policy Maturity Date is less than 15 years after the Fund Entry Date, there will be no Maturity Guarantee.

You can change the initial Maturity Guarantee Date provided it has been at least 12 months from the most recent setting of the initial Maturity Guarantee Date, by providing Us with written notification to the Administrative Office, in a form acceptable to Us.

Any revised initial Maturity Guarantee Date:

- Must be at least 15 years from the next Anniversary of the Fund Entry Date
- Can exceed the Maximum Age for a maturing RRSP, if the policy is an RRSP, Spousal RRSP, LIRA, LRRSP or RLSP, subject to the policy commencing payment as a RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF policy (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age; and
- Cannot exceed the Policy Maturity Date

**B) Subsequent Maturity Guarantee Date**
A subsequent Maturity Guarantee Date is a Maturity Guarantee Date that occurs after the initial Maturity Guarantee Date.

You can, by providing Us with written notification to the Administrative Office, in a form acceptable to Us, prior to or on a Maturity Guarantee Date, select or change a subsequent Maturity Guarantee Date provided:

- The date is at least 15 years from the next Anniversary of the Fund Entry Date that is on or after a Maturity Guarantee Date
- It does not exceed the Policy Maturity Date
- It complies with Applicable Legislation; and
- It has been at least 12 months since You selected it, or requested to change it

If the subsequent Maturity Guarantee Date is not a Valuation Day, the date will be adjusted to the next Valuation Day following the subsequent Maturity Guarantee Date.

If the policy is an RRSP, Spousal RRSP, LIRA, LRRSP or RLSP and a subsequent Maturity Guarantee Date is selected that is beyond the Maximum Age, the subsequent Maturity Guarantee Date is subject to the policy commencing payment as a RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF policy (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age.

If the policy reaches a Maturity Guarantee Date and it is a RRIF, Spousal RRIF, PRIF, LIF, RLIF or LRIF You cannot select a subsequent Maturity Guarantee Date and We will not establish one.

If written notification is not received prior to or on a Maturity Guarantee Date, a subsequent Maturity Guarantee Date will be established as follows:

I) Where the policy is an RRSP or Spousal RRSP; and

- Where the Maturity Guarantee Date and the Anniversary of the Fund Entry Date are the same date the subsequent Maturity Guarantee Date will be 15 years from the Maturity Guarantee Date; or

- Where the Maturity Guarantee Date is not the same date as the Anniversary of the Fund Entry Date, the subsequent Maturity Guarantee Date will be 15 years from the next Anniversary of the Fund Entry Date that is after the Maturity Guarantee Date

If the subsequent Maturity Guarantee Date is beyond the Maximum Age for a maturing RRSP, the subsequent Maturity Guarantee Date is subject to the policy commencing payment as a RRIF or Spousal RRIF (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age.

II) Where the policy is a LRRSP, LIRA or RLSP and administered in accordance with applicable pension legislation:

- That does not require You to receive payments from a life annuity at a specified age and

  - Where the Maturity Guarantee Date and the Anniversary of the Fund Entry Date are the same date, the subsequent Maturity Guarantee Date will be 15 years from the Maturity Guarantee Date;

    or

  - Where the Maturity Guarantee Date is not the same date as the Anniversary of the Fund Entry Date, the subsequent Maturity Guarantee Date will be 15 years from the next Anniversary of the Fund Entry Date that is after the Maturity Guarantee Date; or

- That requires You to receive payments from a life annuity at a specified age and

  - Where the Maturity Guarantee Date and the Anniversary of the Fund Entry Date are the same date and there are at least 15 years to the date when payments are required to commence from a life annuity, the subsequent Maturity Guarantee Date will be 15 years from the Maturity Guarantee Date;

    or

  - Where the Maturity Guarantee Date is not the same date as the Anniversary of the Fund Entry Date and there are at least 15 years to the date when payments are required to commence from the life annuity, the subsequent Maturity Guarantee Date will be 15 years from the next Anniversary of the Fund Entry Date that is after the Maturity Guarantee Date

If there are fewer than 15 years to the date when payments are required to commence from the life annuity, a subsequent Maturity Guarantee Date will not be established and there will be no Maturity Guarantee.

If the subsequent Maturity Guarantee Date is beyond the Maximum Age for a maturing RSP, the subsequent Maturity Guarantee Date is subject to the policy commencing payment as a PRIF, LIF, RLIF or LRIF policy (as applicable) on or about the fourth last Valuation Day of the year the Annuitant attains the Maximum Age.

III) Where the policy is a non-registered or TFSA policy; and

- Where the Maturity Guarantee Date and the Anniversary of the Fund Entry Date are the same date and there are at least 15 years to the Policy Maturity Date, the subsequent Maturity Guarantee Date will be 15 years from the Maturity Guarantee Date.

- Where the Maturity Guarantee Date is not the same date as the Anniversary of the Fund Entry Date, the subsequent Maturity Guarantee Date will be 15 years from the next Anniversary of the Fund Entry Date that is after the Maturity Guarantee Date

If there are fewer than 15 years to the Policy Maturity Date a subsequent Maturity Guarantee Date will not be established and there will be no Maturity Guarantee.

**2.12.3 Maturity Guarantee Reset Option**

Sections 2.12.3 and 2.12.4 only apply if You have selected the Maturity Guarantee Reset Option on the application. You must pay a fee as set out in section 2.12.4. Once selected, this reset option cannot be terminated.

Where the initial, revised initial or subsequent Maturity Guarantee Date is exactly 15 years from the Fund Entry Date or Anniversary of the Fund Entry Date, as applicable, on the Maturity Guarantee Date if the Market Value of a

Category is greater than the applicable Maturity Guarantee Amount and there are 15 years or more to the Policy Maturity Date, We will increase the Maturity Guarantee Amount to equal the applicable Market Value. If the Market Value of a Category is less than the Maturity Guarantee Amount or there are less than 15 years to the Policy Maturity Date, the Maturity Guarantee Amount will not change.

Where the initial Maturity Guarantee Date is more than 15 years from the Fund Entry Date or a revised initial or subsequent Maturity Guarantee Date is more than 15 years from the next Anniversary of the Fund Entry Date, on each Anniversary of the Fund Entry Date if the Market Value of a Category is greater than the applicable Maturity Guarantee Amount, We will increase the applicable Maturity Guarantee Amount to equal the applicable Market Value ("Annual Reset"). If, on the Anniversary of the Fund Entry Date, the Market Value of a Category is less than the applicable Maturity Guarantee Amount, the Maturity Guarantee Amount will not change. Annual Resets only occur up to and including the last Anniversary of the Fund Entry Date that is 15 years prior to the Maturity Guarantee Date.

If the Anniversary of the Fund Entry Date is not a Valuation Day the applicable processing will occur on the next Valuation Day.

**2.12.4 Maturity Guarantee Reset Fee**
The amount of the Maturity Guarantee Reset Fee varies for each Segregated Fund and from time to time. For more information see the then-current information folder.

The Maturity Guarantee Reset Fee is a percentage of the market value of the Segregated Fund Units allocated to Your policy. On each Anniversary of the Fund Entry Date, We calculate the reset fee for each Segregated Fund and deduct the reset fee as one amount by redeeming Units until the last Anniversary of the Fund Entry Date prior to the Maturity Guarantee Date. Subject to Our then-current administrative rules, You can select to which Segregated Fund the reset fee is to be charged. If You do not make an election or the Segregated Fund You selected does not have sufficient market value, We will redeem other Units in accordance with Our then-current administrative rules. For a non-registered policy these redemptions may result in a taxable capital gain or loss. You are responsible for any income tax reporting and payment that may be required. Any applicable redemption charges as set out in section 2.4.8 will be charged on the redemption of the Units.

The reset fee will not proportionally reduce the Maturity or Death Benefit Guarantee Amounts.

We have the right to change the Maturity Guarantee Reset Fee at any time. If We increase the reset fee by more than the greater of 0.50 per cent or 50 per cent of the current reset fee, it will be considered a fundamental change and You will have certain rights (see section 2.9 *Fundamental Changes to a Segregated Fund*). If We increase the reset fee, We will tell You in writing 60 days before We make the change.

**2.12.5 Death Benefit**
A) If We receive notification acceptable to Us of the death of the last Annuitant on a Valuation Day that is on or prior to the Policy Maturity Date and prior to the Cut-off Time, We will switch all Segregated Fund Units, including Units of the Annuity Set-up fund, for front-end load option Units of the Holding Fund as of that Valuation Day. If We receive the notification after the Cut-off Time or the date of notification is not a Valuation Day, We will use the next Valuation Day. Notice must be received by Us at Our Administrative Office. Any applicable redemption charges as set out in section 2.4.8 will not apply on this switch. The accrued AMS fees related to Partner series or Preferred partner series Units, as set out in section 2.7.2 *advisory and management service (AMS) Fees*, will be

charged at the time of this switch. Any PACs, automatic partial and scheduled income redemptions being made will cease.

If on the Valuation Day We process the above switch to the Holding Fund and the Market Value of the Category is less than the applicable Death Benefit Guarantee Amount (see section 2.12.5. B) We will make a top-up payment for the difference in accordance with Our then-current administrative rules. This top-up payment will be allocated to front-end load option Units of the Holding Fund. You are responsible for any tax reporting and payment that may be required. If the Market Value of the Category is equal to or higher than the Death Benefit Guarantee Amount, We will not pay a top-up.

The "Death Benefit" means the value of the Holding Fund Units allocated to the policy as of the Valuation Day We process the above switch and any applicable top-up payments.

B) The Death Benefit Guarantee Amount varies according to the age of the Annuitant at the time a Premium is allocated to a Category.

The Death Benefit Guarantee Amount is the sum of:

- 100 per cent of the Premiums allocated to the Category for all Premium Years where the Annuitant is age 79 or younger at the start of the Premium Year; and

- The following percentages of the Premiums allocated to the Category for each applicable Premium Year if the Annuitant is age 80 or older at the start of the Premium Year:
  - 75 per cent during the Premium Year the Premium is allocated
  - 80 per cent during the second Premium Year following the year the Premium is allocated
  - 85 per cent during the third Premium Year following the year the Premium is allocated
  - 90 per cent during the fourth Premium Year following the year the Premium is allocated
  - 95 per cent during the fifth Premium Year following the year the Premium is allocated
  - 100 per cent in sixth and subsequent Premium Years following the year the Premium is allocated

The Death Benefit Guarantee Amount for a Category will be proportionally reduced by redemptions from that Category in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.

"Premium Year" is the 12-month period between each Anniversary of the Fund Entry Date. "Fund Entry Date" refers to the Valuation Day when the first Premium is allocated to the policy.

**2.12.6 Death Benefit Guarantee Reset Option**
Sections 2.12.6 and 2.12.7 only apply if You have selected the Death Benefit Guarantee Reset Option on the application. You must pay a reset fee as set out in section 2.12.7. Once selected this reset option cannot be terminated.

If, on the Anniversary of the Fund Entry Date, the Market Value of the Category is greater than the applicable Death Benefit Guarantee Amount, We will increase the applicable Death Benefit Guarantee Amount to the Market Value of the Category ("Annual Resets"). Annual Resets will occur up to and including the last Anniversary of the Fund Entry Date prior to the Annuitant attaining the age of 70. After this date no further Annual Resets will occur. If the Market Value of the Category is less than the applicable Death Benefit Guarantee Amount, the Death Benefit Guarantee Amount will not be changed.

"Anniversary of the Fund Entry Date" refers to the calendar Anniversary of the Fund Entry Date. If the calendar Anniversary of the Fund Entry Date is not a Valuation Day, the Anniversary of the Fund Entry Date will be the next Valuation Day.

**2.12.7 Death Benefit Guarantee Reset Fee**

The amount of the Death Benefit Guarantee Reset Fee varies for each Segregated Fund and from time to time. For more information see the then-current information folder.

The Death Benefit Guarantee Reset Fee is a percentage of the market value of the Segregated Fund Units allocated to Your policy. On each Anniversary of the Fund Entry Date, We calculate the reset fee for each Segregated Fund and deduct the fee as one amount by redeeming Units. If the Anniversary of the Fund Entry Date is not a Valuation Day, the Anniversary of the Fund Entry Date will be the next Valuation Day. Subject to Our then-current administrative rules, You can select to which Segregated Fund the reset fee is to be charged. If You do not make an election or the Segregated Fund You selected does not have sufficient market value, We will redeem other Units in accordance with Our then-current administrative rules. Any applicable redemption charges as set out in section 2.4.8 will be charged on the redemption of the Units.

For a non-registered policy, these redemptions may result in a taxable capital gain or loss. You are responsible for any income tax reporting and payment that may be required.

The reset fee will cease after the last Anniversary of the Fund Entry Date prior to the Annuitant turning age 70.

The reset fee will not proportionally reduce the Death Benefit Guarantee Amount.

We have the right to change the Death Benefit Guarantee Reset Fee at any time. If We increase the fee by more than the greater of 0.50 per cent or 50 per cent of the current fee, it will be considered a fundamental change and You will have certain rights (see section 2.9 "Fundamental Changes to a Segregated Fund"). If We increase the fee, We will tell You in writing 60 days before We make the change.

# 3. Lifetime Income Benefit Option

**3.1 DEFINITIONS USED IN SECTION 3**
For purposes of this section 3:

- "Joint Life" means the Joint Annuitant under a non-registered policy, the successor Annuitant under a RRIF/Spousal RRIF policy, and the Spouse of the Annuitant, if the Spouse is the sole beneficiary, under a RRSP/Spousal RRSP policy, as applicable. The Joint Life is not a Policyowner or Annuitant where the policy is a RRSP/Spousal RRSP or RRIF/Spousal RRIF.

- "Primary Annuitant" means under the:

  - Single-life income election, the Annuitant where a sole Annuitant is named in the application and the youngest Annuitant where Joint Annuitants are named in the application.
  - Joint-life income election, the younger of the Annuitant and the Joint Life.

**3.2 GENERAL**
The Lifetime Income Benefit Option ("LIB Option") provides for guaranteed periodic payments (lifetime income amount or LIA) to the Policyowner(s) for the life of the Annuitant and when applicable, the Joint Life, subject to the limitations set out in sections 3.13 and 3.15.

Once appointed, the Joint Life cannot be changed (subject to section 3.12 *Removal of the Joint Life)*. Under the joint-life income election the Joint Life must be the Spouse of the Policyowner at the time of the election.

If You select this option You must pay a monthly charge as set out in section 3.4.

In this section all values are determined based on Premiums allocated to and values associated with Segregated Fund Units and does not include the Annuity Set-up fund. The AMS fee under the Partner series will not reduce the base for income bonus (BIB), lifetime income withdrawal base (LIWB) or lifetime income amount (LIA) values. The investment management fee rebates will not increase the BIB, LIWB or LIA values.

The provisions of this section will override any conflicting provisions of sections 1, 2 and 4.

**Selecting a payout election**
When You elect the LIB Option You must also select a payout election – single-life income or joint-life income. You cannot change this payout election however You can terminate the LIB Option and re-apply for the LIB Option with a new payout election once You have waited the applicable time (see section 3.15). The election of the single-life income or joint-life income determines the Income Percentages (see section 3.5) that will apply. Under a RRIF/Spousal RRIF policy You can only select the LIB Option if the RIF Minimum Amount is based on the age of the younger of the Annuitant and Your spouse.

You may not be able to choose the joint-life income election depending on the choices made when You applied for the policy.

**Payments**
The amount of the LIA and other benefits under the LIB Option (including the RRIF Minimum Amount, where applicable) is calculated based on the age of the Primary Annuitant, the value of the policy and the Income Percentages, all as of the LIB Effective Date (see section 3.3). Under the single-life income election the age of the Primary Annuitant is used until his or her death, then the age of the surviving Joint Annuitant or successor Annuitant, as applicable. Under the joint-life income election while the LIB Option remains in force the age of the Primary

Annuitant is used as of the LIB Effective Date and does not change, subject to section 1.9.

The amount of the LIA may increase when an additional Premium is added, through growth in the value of Your policy, through an increase in the Income Percentage and through a bonus and automatic reset as set out in section 3.9.

The amount of the LIA will decrease when an excess redemption is made as set out in section 3.10 and may decrease on the death of any Annuitant under the single-life income election as set out in section 3.13. If the Market Value of Your policy falls to zero, but not as a result of an excess redemption, lifetime income benefit payments, as set out in section 3.8, will apply.

Payments may be deferred for any length of time, subject to the Tax Act and Applicable Legislation. Where payments depend upon the survival of an Annuitant, We may require evidence that an Annuitant is living when any payment becomes due.

**Conditions for issue of the LIB Option**
To apply for the LIB Option the completed documentation and Premium must be received at Our Administrative Office in a form acceptable to Us prior to the Cut-off Time. If the documentation is incomplete or Your instructions are not clear to Us the Premium will be held in accordance with Our then-current administrative rules. The LIB Option can be applied for at any time on or after issuance of the policy subject to the following:

a) The LIB Option cannot be selected
   i. Where the Annuitant or Joint Life are over age 90 ("Maximum Issue Age") or following the commencement of annuity payments under section 1.12; or
   ii. If Preferred series 1 option or Preferred partner series option are selected or held in the policy

b) When the LIB Option is selected all Annuitants, which includes any named successor annuitant, and any Joint Life, must be at least age 50 ("Minimum Issue Age") and not older than the Maximum Issue Age.

c) While the LIB Option is in force You cannot select the Annuity Set-Up fund.

We reserve the right to change the Minimum and Maximum Issue Age for the LIB Option without notice. A change in the Minimum and Maximum Issue Age will not affect a LIB Option that is in force when We make the change.

The LIB Option applies to the Market Value of the policy and cannot be applied to a portion of the Market Value of the policy. When applying for the LIB Option the initial LIB Premium for a new policy or the Market Value of Units in an existing policy must be in accordance with Our then-current administrative rules. "LIB Premium" is the amount of any Premium less any applicable front-end load fee, premium taxes or other governmental levies allocated to Your policy while the LIB Option is in force.

This policy is non-assignable while the LIB Option is in force. The LIB Option cannot be selected while the policy has been assigned.

Notwithstanding the provisions of this section 3, You can only apply for the LIB Option if We are offering it at that time. We reserve the right, in Our sole discretion, to discontinue offering the LIB Option at any time without notice. A discontinuance of the LIB Option will not affect a LIB Option that is in force at the time We discontinue offering the LIB Option. If You terminate the LIB Option after We cease offering the LIB Option, You will not be able to request it at a later date.

We reserve the right to refuse any application or request for the LIB Option.

We reserve the right to restrict Premiums or to limit subsequent Premiums being applied to the policy while the LIB Option is in force in accordance with Our then-current administrative rules.

**Available policy types**
Currently, the LIB Option is only available under the 75/75 Guarantee or 75/100 Guarantee. The following table shows the policy types where the LIB Option is available and the payout election which can be selected with the policy type.

| Policy type | Single-life income election available | Joint-life income election available |
|---|---|---|
| Non-registered (other than a policy held in a Trusteed Registered Plan that is a TFSA) | Yes | Yes |
| RRSP / Spousal RRSP | Yes | Yes |
| RRIF / Spousal RRIF | Yes | Yes |
| LIRA (where administered under Saskatchewan pension legislation) | Yes | No |
| PRIF | Yes | No |

We reserve the right, in Our sole discretion, to add or withdraw types of policies, Guarantee Levels, Classes, Sales charge options and/or payout elections available under the LIB Option without notice. These changes will not affect a LIB Option that is in force on the date We make the change. We will provide notice of any material change to the LIB Option.

**Eligible Segregated Funds**
The Segregated Funds available under the policy when the LIB Option is in force are limited to certain Segregated Funds ("LIB Eligible Funds") that We make available from time to time. LIB Premiums may only be allocated to LIB Eligible Funds and switches may only occur between LIB Eligible Funds. The list of the current LIB Eligible Funds is available upon request and is set out in the current information folder. We reserve the right to add or remove a Segregated Fund from the list of LIB Eligible Funds from time to time.

If We remove a LIB Eligible Fund from the list and You are a unitholder We will give You written notice of Our intent to do so in accordance with any Applicable Legislation or guidelines. If a LIB Eligible Fund is removed from the list You are not able to allocate any additional LIB Premium or make switches to it. If We remove a Segregated Fund from the LIB Eligible Funds list and Your policy includes Units of that Segregated Fund You may switch the value of the Units to another LIB Eligible Fund. If We do not receive Your instructions during the notice period, We will switch the value of Your Units in the affected Segregated Funds to the Holding Fund or another eligible Segregated Fund of Our choosing on the Valuation Day indicated in the notice.

**Beneficiaries and Successor Annuitants**
While the LIB Option is in force You should consider carefully who You wish to name as a beneficiary or successor Annuitant. The individual named will have an effect on how the policy is administered on the death of an Annuitant. See section 3.11 *Naming a Beneficiary and/or Successor Annuitant While the Lifetime Income Benefit Option is in Effect* for further details.

**Term of the LIB Option**
The LIB Option is effective until the earliest of the:

- Termination of the LIB Option by the Policyowner, see section 3.15 *Termination of the LIB Option*; or
- Termination of the policy, see section *4. Termination Provisions*; or

- The date the Lifetime Income Withdrawal Base (LIWB) equals $0.00

The LIB Option may also terminate on the death of an Annuitant; see section 3.13 *Death of an Annuitant and/or Joint Life While the Lifetime Income Benefit Option is in Effect*.

**3.3 EFFECTIVE DATE OF THE LIB OPTION**

The LIB Option will come into effect on the Valuation Day the documentation and LIB Premium is received at Our Administrative Office, in a form acceptable to Us, if it arrives before the Cut-off Time or on the next Valuation Day if received after that time ("LIB Effective Date") provided:

i) The initial LIB Premium or Market Value of Units in an existing policy is equal to or greater than the minimum amount in accordance with Our then-current administrative rules;
ii) Either the single-life income or joint-life income has been selected;
iii) All Segregated Funds selected on the application or Segregated Fund Units allocated to Your policy are LIB Eligible Funds; and
iv) The documentation is complete and We accept it.

**3.4 LIFETIME INCOME BENEFIT MONTHLY CHARGE**

If You have selected the LIB Option You will pay a Lifetime Income Benefit Monthly Charge ("LIB Monthly Charge"), which will be collected by redeeming Segregated Fund Units allocated to Your policy.

The Lifetime Income Benefit Fee ("LIB Fee") is set out in the current information folder as an annual percentage of each LIB Eligible Fund. The amount of the LIB Fee varies depending on the LIB Eligible Fund.

We calculate the amount of the LIB Monthly Charge as follows:

a) i) The initial LIB Monthly Charge is calculated on the first Valuation Day after the LIB Option is added to the policy using the proportional percentage allocation of each Segregated Fund's market value to the total Market Value of the policy as determined on the LIB Effective Date

ii) Each subsequent LIB Monthly Charge is calculated on the first Valuation Day after each monthly anniversary of the LIB Effective Date using the proportional percentage allocation of each Segregated Fund's market value to the total Market Value of the policy as determined in accordance with Our then-current administrative rules

b) The applicable market value percentage for each Segregated Fund is then multiplied by the LIB Fee for the applicable Segregated Fund and divided by 12

c) The results from b) are summed and are multiplied by the Lifetime Income Withdrawal Base (LIWB) as of the LIB Effective Date or monthly anniversary, as applicable.

You can select the LIB Eligible Fund from which the LIB Monthly Charge is to be redeemed. If You do not make an election or the LIB Eligible Fund You selected does not have sufficient value, We will redeem Units from a LIB Eligible Fund in accordance with Our then-current administrative rules. For a non-registered policy, these redemptions may result in a taxable capital gain or loss. You are responsible for any income tax reporting and payment that may be required. If the Units redeemed are either Standard series deferred sales charge option or Standard series low-load deferred sales charge option Units any applicable Redemption Charge will not be collected. The LIB Monthly Charge is not considered a redemption in determining the cumulative redemption amount in a calendar year. **The LIB Monthly Charge will not proportionally reduce any applicable Maturity or Death Benefit Guarantee Amounts.**

We have the right to change the LIB Fee at any time. If We increase the LIB Fee by more than the greater of 0.50 per cent or 50 per cent of the current LIB Fee, it will be considered a fundamental change and You will have certain rights as set out in section 2.9 *Fundamental Changes to a Segregated Fund*. If We increase the LIB Fee, We will tell You in writing 60 days before We make the change.

### 3.5 INCOME PERCENTAGES

The Income Percentages applicable to section 3 are set out in the following table:

| Age of the Primary Annuitant at the applicable time | Income Percentage under the single-life income election | Income Percentage under the joint-life income election |
|---|---|---|
| 50 – 54 | 3.00% | 2.50% |
| 55 – 59 | 3.40% | 2.90% |
| 60 – 64 | 3.80% | 3.30% |
| 65 – 69 | 4.20% | 3.70% |
| 70 – 74 | 4.60% | 4.10% |
| 75+ | 5.00% | 4.50% |

### 3.6 YOUR LIFETIME INCOME BENEFIT

#### 3.6.1 Initial Lifetime Income Benefit Values

As of the LIB Effective Date, We calculate:

i) The initial Lifetime Income Withdrawal Base (LIWB) amount. The initial LIWB is the amount of the initial LIB Premium for a new policy or the Market Value of the Units allocated to Your existing policy, as applicable, prior to the deduction of the initial LIB Monthly Charge. The LIWB is used to calculate the initial Lifetime Income Amount (LIA) and the initial and subsequent LIB Monthly Charge.

ii) The initial Base for Income Bonus (BIB) amount. The initial BIB is the amount of the initial LIB Premium or the Market Value of the Units allocated to Your existing policy, as applicable, prior to the deduction of the initial LIB Monthly Charge. The BIB is used to calculate applicable bonus amounts to be allocated to the LIWB.

iii) The initial Lifetime Income Amount (LIA). The initial LIA is the amount of the initial LIWB multiplied by the Income Percentage applicable to the Primary Annuitant’s age at that time as set out in section 3.5 for the selected payout election. The maximum amount that may be redeemed in a calendar year without a reduction of the LIWB, BIB and LIA is the greater of the LIA or RRIF Minimum Amount (see section 5.2.7), as applicable, (“Allowed Redemption”).

#### 3.6.2 Effect of Additional Premiums and Switches on Your Lifetime Income Benefit Values

**A) Additional Premiums**

You may allocate an additional LIB Premium to Your policy, in accordance with Our then-current administrative rules, up to the earliest of:

- The Valuation Day prior to the date all Annuitants or Joint Life attain the Maximum Issue Age; or
- The commencement of annuity payments under section 1.12, if applicable; or
- The commencement of LIB Payments under section 3.8; or
- Termination of the LIB Option under section 3.15

On the Valuation Day an additional LIB Premium is received at Our Administrative Office, if it arrives before the Cut-off Time or on the next Valuation Day if received after that time, We will:

- Increase the LIWB by the amount of the LIB Premium effective on the next Valuation Day; and
- Increase the LIA as indicated below, effective on the next Valuation Day; and
- Increase the BIB by adding the amount of the LIB Premium to the BIB amount on the next LIB Anniversary Date following the above Valuation Day.

"LIB Anniversary Date" refers to the calendar anniversary of the LIB Effective Date.

To calculate the new LIA, We multiply the amount of the additional LIB Premium by the Income Percentage applicable on the last LIB Anniversary Date or the LIB Effective Date if the first LIB Anniversary Date has not occurred. This amount is added to the current LIA to obtain the new LIA.

Under the LIA redemption option, if a LIA redemption is scheduled for the same day an additional LIB Premium is allocated to the policy the new LIA will not be reflected in the scheduled amount until the following scheduled LIA redemption.

**B) Switches**
Switches between the LIB Eligible Funds will not change the LIWB, BIB or LIA.

### 3.7 SCHEDULED AND UNSCHEDULED REDEMPTIONS

**In sections 3.7 and 3.7.1 "non-registered policy" does not include a policy held in a Trusteed Registered Plan that is an RRSP.**

You can request scheduled redemptions as an automatic partial redemption (APR) in Your non-registered policy or scheduled income redemptions in Your RRIF, Spousal RRIF or PRIF policy, according to Our then-current administrative rules, subject to Applicable Legislation and in accordance with section 3.7.1.

You can request an unscheduled redemption at any time in accordance with Our then-current administrative rules, subject to Applicable Legislation and in accordance with section 3.7.2.

A scheduled or unscheduled redemption from a non-registered policy may result in a taxable capital gain or loss and the entire amount of redemptions from a registered policy is taxable income. You are responsible for any income tax reporting and payment that may be required.

You may receive scheduled or unscheduled redemptions not exceeding the Allowed Redemption amount (the greater of the LIA or RRIF Minimum Amount, as applicable) without a reduction being made to the LIWB, BIB and LIA.

The provisions of section 2.4.6 (Free Redemption Amount) do not apply to the LIB Option. Allowed Redemptions pursuant to sections 3.7.1 and 3.7.2 will not be subject to a Redemption Charge as set out in section 2.4.8.

**In a calendar year where a redemption results in the cumulative scheduled and unscheduled redemptions exceeding the Allowed Redemption amount ("Excess Redemption"), a reduction will occur to the LIWB, BIB and LIA**. Please see section 3.10 *How Excess Redemptions affect the Base for Income Bonus (BIB), Lifetime Income Withdrawal Base (LIWB) and Lifetime Income Amount (LIA)*.

Excess Redemptions are subject to a Redemption Charge in accordance with section 2.4.8, a short-term trading fee in accordance with section 2.4.3 and applicable withholding taxes.

### 3.7.1 Scheduled Redemptions

Scheduled redemptions are not available from an RRSP, Spousal RRSP or LIRA policy or a non-registered policy held in a Trusteed Registered Plan that is an RRSP. You can establish or stop scheduled redemptions in Your non-registered (other than a non-registered policy held in a Trusteed Registered Plan that is an RRSP), RRIF, Spousal RRIF or PRIF policy and re-commence them by giving Us notice in accordance with Our then-current administrative rules and subject to Applicable Legislation.

Once a scheduled redemption is made, You will not be eligible for a bonus allocation to the LIWB on the next LIB Anniversary Date. Please see section 3.9.1 *Base for Income Bonus (BIB) and Lifetime Income Amount (LIA)*.

If Your policy is non-registered, the following scheduled redemption options are available:

i) Lifetime Income Amount (LIA)

ii) Client specified amount – where the total annual redemption amount requested is less than or equal to the LIA

If Your policy is a RRIF, Spousal RRIF or PRIF the following scheduled redemption options are available:

i) RRIF Minimum Amount (see section 5.2.7)

ii) Lifetime Income Amount (LIA)

We reserve the right to add, remove or modify the scheduled redemption options available without notice.

You must advise Us in writing if You wish to commence a scheduled redemption, make changes or cancel it. If You select the LIA redemption option or the client-specified amount and the LIA or specified amount is less than the RRIF Minimum Amount, We will automatically increase the total annual redemptions to equal the RRIF Minimum Amount for the year. If the RRIF Minimum Amount is less than the LIA, We pay the LIA. All payments from a RRIF, Spousal RRIF or PRIF policy will be net of any applicable withholding taxes.

If the scheduled redemption occurs on a non-Valuation Day We will process it on the next Valuation Day as long as that Valuation Day is part of the same LIB Year. “LIB Year” is the 12-month period between each LIB Anniversary Date. If the Valuation Day is not part of the same LIB Year then We will process it on the Valuation Day immediately prior to the date the scheduled redemption was to occur.

You cannot carry forward any amount of the LIA You did not receive in a current calendar year to another calendar year.

Your scheduled redemption amount will be updated when the LIA changes if You have selected the LIA redemption option.

**The value of Your Maturity Guarantee and Death Benefit Guarantee will be proportionally reduced by any redemption in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.**

### 3.7.2 Unscheduled Redemptions

When an unscheduled redemption is made, You will not be eligible for a bonus allocation to the LIWB on the next LIB Anniversary Date. Please see 3.9.1 *Base for Income Bonus (BIB) and Lifetime Income Amount (LIA)*.

You must advise Us in writing if You wish to make an unscheduled redemption. Unscheduled redemptions are subject to a short-term trading fee in accordance with section 2.4.3, and any applicable withholding taxes, fees or charges.

**The value of Your Maturity Guarantee and Death Benefit Guarantee will be proportionally reduced by any redemption in a manner determined by Us. Examples of Our current process are set out in the then-current information folder.**

### 3.8 LIFETIME INCOME BENEFIT PAYMENTS

If You have selected a scheduled redemption and the Market Value of the Units allocated to Your policy is insufficient to fund Your scheduled redemption, subject to section 3.10, We will begin Lifetime Income Benefit (LIB) Payments in the amount of the then-current LIA. Where:

- The Market Value of the Units allocated to Your policy is greater than zero but less than the LIA We will pay the difference as a LIB Payment; or
- The Market Value of the Units allocated to Your policy equals zero but not as a result of an Excess Redemption, We will pay a LIB Payment equal to the amount of the LIA

If the LIWB decreases to zero due to an Excess Redemption, the LIB Option is terminated pursuant to section 3.10 and LIB Payments will not be made.

**If the policy is a RRIF, Spousal RRIF or PRIF and the RRIF Minimum Amount is greater than the LIA in the year the Market Value of Units allocated to Your policy becomes zero, a LIB Payment may be made in that calendar year but will not exceed the then-current LIA.**

The LIB Payment will be made on the date and frequency already established for the scheduled redemptions and cannot be changed.

If scheduled redemptions have not commenced and the Market Value of the Units allocated to the policy becomes zero but not as a result of an Excess Redemption, monthly LIB Payments will begin. For a policy which is a RRSP, Spousal RRSP or LIRA the LIB Payments will begin once the policy is converted to a RRIF, Spousal RRIF or PRIF, as applicable. For a non-registered policy held in a Trusteed Registered Plan that is an RRSP, monthly LIB Payments will begin once the non-registered policy is transferred to a Trusteed Registered Plan that is a RRIF.

Once a LIB Payment is made We will no longer complete the calculations under section 3.9 on a LIB Anniversary Date, and the LIA will not change.

**Once LIB Payments commence no further Premiums may be allocated to the policy and Maturity and Death Benefit Guarantees no longer apply. The LIB Monthly Charge ceases once LIB Payments commence.**

We may require evidence that an Annuitant and/or the person receiving any payment is living before a LIB Payment is paid.

LIB Payments may cease on the death of the Annuitant, see section 3.13 *Death of an Annuitant and/or Joint Life While the Lifetime Income Benefit Option is in Effect*.

### 3.9 BONUS AND AUTOMATIC RESETS

#### 3.9.1 Base for Income Bonus (BIB) and Lifetime Income Amount (LIA)

Base for Income Bonus (BIB) is used to calculate any bonus amount to be allocated to the LIWB under certain circumstances. A bonus, if applicable, increases the LIWB.

For the purposes of sections 3.9.1 and 3.9.2, "LIB Triennial Anniversary Date" is the third anniversary of the LIB Effective Date and every third anniversary thereafter. For purposes of calculations on a LIB Anniversary Date the market value of the policy after all transactions have been processed as of the last Valuation Day prior to the LIB Anniversary Date is used.

On each LIB Anniversary Date:

a) If no Allowed Redemptions were made in any LIB Year:

i) A bonus is allocated by increasing the LIWB, effective January 1 of the next calendar year, by three per cent of the BIB on the LIB Anniversary Date prior to the addition of any subsequent LIB Premiums to the BIB amount

ii) If the LIB Anniversary Date is not a LIB Triennial Anniversary Date the LIA is recalculated using the LIWB multiplied by the applicable Income Percentage on the LIB Anniversary Date

If the LIB Anniversary Date is a LIB Triennial Anniversary Date the LIA is recalculated by multiplying the LIWB after the application of section 3.9.2 by the applicable Income Percentage on the LIB Triennial Anniversary Date

iii) If the recalculated LIA is:

- Greater than the current LIA We will increase the LIA to the recalculated LIA effective January 1 of the next calendar year; or
- Less than or equal to the current LIA, We will not change the LIA for the next calendar year

b) If Allowed Redemptions were made in the immediately previous LIB Year:

i) No bonus is allocated to the LIWB

ii) If the LIB Anniversary Date is a LIB Triennial Anniversary Date, the LIA is recalculated by multiplying the Market Value by the applicable Income Percentage on the LIB Triennial Anniversary Date

iii) If the recalculated LIA is:

- Greater than the current LIA, We will increase the LIA to the recalculated LIA effective January 1 of the next calendar year; or
- Less than or equal to the current LIA We will not change the LIA for the next calendar year

c) If Allowed Redemptions were not made in the two previous LIB Years, but were made in any prior LIB Year and the Market Value on the immediately prior LIB Anniversary Date was less than the LIWB on that date then:

- No bonus is allocated to the LIWB; and
- The LIA will be recalculated as indicated in sections 3.9.1 b) ii) and iii)

d) If Allowed Redemptions were not made in the two previous LIB Years, but were made in any prior LIB Year and the Market Value on the immediately prior LIB Anniversary Date was greater than or equal to the LIWB on that date, the bonus and LIA recalculation will be determined as indicated in section 3.9.1 a).

e) If an Excess Redemption is ever made, a bonus will no longer be available. The LIA will be recalculated as indicated in sections 3.9.1 b) ii) and iii).

f) If Premiums were allocated during the last LIB Year, increase We will increase the BIB (subject to section 3.13). LIB Premiums must be held in the policy for more than one LIB Year to be eligible for a bonus.

**The bonus amount is not a cash bonus or Premium allocation. It will not increase the Cash Value of Your policy and it will not increase applicable Maturity or Death Benefit Guarantee Amounts.**

The calculation of any bonus ceases on the earliest of the:

- Excess Redemption, see section 3.10 *How Excess Redemptions affect the Base for Income Bonus (BIB), Lifetime Income Withdrawal Base (LIWB) and Lifetime Income Amount (LIA)*
- Termination of the LIB Option by the Policyowner, see section 3.15 *Termination of the* LIB *Option*
- Termination of the policy, see section 4**.** *Termination Provisions*

### 3.9.2 LIWB and BIB Automatic Resets

On each LIB Triennial Anniversary Date, prior to the re-calculation of the LIA as set out in section 3.9.1, We will carry out the following calculations. For purposes of these calculations "Market Value" means the market value of the policy as of the last Valuation Day prior to the LIB Triennial Anniversary Date, after all transactions have been processed:

- If the Market Value is equal to or lower than the LIWB, the LIWB does not change
- If the Market Value is greater than the LIWB, the LIWB is reset to the Market Value. The new LIWB is not effective until January 1 of the next calendar year

If the LIWB is reset, the BIB is also reset to the Market Value if:

- The Market Value is greater than or equal to the BIB; and
- An Excess Redemption has never been made

The reset BIB is not effective until January 1 of the next calendar year.

LIWB and BIB Automatic Resets can occur until the earliest of the:

- Termination of the LIB Option by the Policyowner, see section 3.15, *Termination of the LIB Option*
- Termination of the policy, see section 4. *Termination Provisions*
- Any Excess Redemption (only BIB resets stop)

**LIWB and BIB Automatic Resets will not increase applicable Maturity or Death Benefit Guarantee Amounts nor do they change the Cash Value of the policy. The reset amount has no cash value.**

### 3.10 HOW EXCESS REDEMPTIONS AFFECT THE BASE FOR INCOME BONUS (BIB), LIFETIME INCOME WITHDRAWAL BASE (LIWB) AND LIFETIME INCOME AMOUNT (LIA)

On the Valuation Day You make an Excess Redemption, if received before the Cut-off Time or on the next Valuation Day if received after that time (Excess Redemption Day) We will make the following adjustments:

a) The BIB is immediately changed to equal $0.00 and We will eliminate the potential for any future bonuses

b) The LIWB is immediately decreased as follows:

(i) If the Market Value on the Excess Redemption Day immediately prior to the Excess Redemption is less than the LIWB, the LIWB is immediately decreased to equal the Market Value after the Excess Redemption; or

(ii) If the Market Value on the Excess Redemption Day immediately prior to the Excess Redemption is greater than or equal to the LIWB, the LIWB is immediately decreased by the gross amount of the Excess Redemption

c) The LIA is immediately re-calculated using the lesser of the LIWB that was determined in section 3.10 (b) and the Market Value immediately after applying the Excess Redemption multiplied by the applicable Income Percentage on the last LIB Anniversary Date or the LIB Effective Date if the first LIB Anniversary Date has not occurred. The lesser of the current or recalculated LIA comes into effect immediately. The lesser of the next January 1 LIA (from section 3.9) or re-calculated LIA comes into effect next January 1.

d) If You were receiving scheduled redemptions pursuant to the LIA redemption option prior to the Excess Redemption and have not provided direction otherwise, the amount of any scheduled redemptions will automatically be updated to reflect the new LIA as determined in section 3.10 (c).

**Each scheduled redemption due in the same calendar year following an Excess Redemption will also be treated as an Excess Redemption.**

Should You not want multiple Excess Redemptions You must notify Us to stop the scheduled redemptions for the remainder of the calendar year.

**Once an Excess Redemption is made, the policy is no longer eligible for a bonus at any time in the future.**

**If an Excess Redemption results in the LIWB equaling zero, the LIB Option is terminated.**

### 3.11 NAMING A BENEFICIARY AND/OR SUCCESSOR ANNUITANT WHILE THE LIFETIME INCOME BENEFIT OPTION IS IN EFFECT

You may designate a beneficiary for the policy. While the LIB Option is in effect You should consider carefully who You name as beneficiary and/or successor Annuitant. The individual named as beneficiary and successor Annuitant will impact how the policy is administered on the death of an Annuitant.

The table below sets out the individual that should be named as the beneficiary and successor Annuitant, as applicable. The individual that should be named as the beneficiary is dependent on the payout election and policy type and is subject to section 3.12 *Removal of the Joint Life,* Our then-current administrative rules and Applicable Legislation.

| Type of policy | Single-life income election | Joint-life income election |
|---|---|---|
| **Non-registered** | You may name any individual(s) as a beneficiary to receive any applicable Death Benefit. Where a corporation or other entity that is not an individual is the Policyowner the Policyowner should be named as the beneficiary. | You may name any individual(s) as a beneficiary to receive any applicable Death Benefit. Where a corporation or other entity that is not an individual is the Policyowner the Policyowner should be named as the beneficiary. |
| **RRSP / Spousal RRSP** | You may name any individual as a beneficiary to receive any applicable Death Benefit. | For the LIB Option benefits to continue to Your Spouse, You must name the Joint Life, who is Your Spouse at the time You elect the LIB Option, as the sole beneficiary.<br><br>If the Joint Life is not named as Your sole beneficiary or is not Your Spouse at the time of Your death the LIB Option will not continue after Your death and the applicable Death Benefit will be paid to the named beneficiary. See section 3.13. B ii) for further details.<br><br>If You remove the Joint Life under section 3.12, You may name any individual as a beneficiary to receive any applicable Death Benefit. |
| **RRIF / Spousal RRIF** | You may name any individual(s) including Your Spouse as beneficiary to receive any applicable Death Benefit.<br><br>You may also name Your Spouse as sole beneficiary and successor Annuitant in which case the contract may continue after Your death. See section 3.13.A for further details. | For the LIB Option benefits to continue to Your Spouse, You must name the Joint Life, who is Your Spouse at the time You elect the LIB Option, as the sole beneficiary and successor Annuitant in which case the contract will continue after Your death.<br><br>If the Joint Life is not named as Your sole beneficiary and successor Annuitant or is not Your Spouse at the time of Your death the contract will not continue after Your death.<br><br>See section 3.13.B i) for further details.<br><br>If You remove the Joint Life under section 3.12, You may name any individual as a beneficiary to receive any applicable Death Benefit. |
| **LIRA**<br><br>(where administered under Saskatchewan pension legislation) | You may name any individual to receive any applicable Death Benefit. | Not applicable |

| Type of policy | Single-life income election | Joint-life income election |
|---|---|---|
| | Currently under applicable pension legislation if Your Spouse is alive at the time of Your Death and has not waived his or her right the Death Benefit will be paid to Your Spouse and not to Your beneficiary. | |
| **PRIF** | You may name any individual to receive any applicable Death Benefit.<br><br>Currently under applicable pension legislation if Your Spouse is alive at the time of Your Death and has not waived his or her right the Death Benefit will be paid to Your Spouse and not to Your beneficiary. | Not applicable |

**3.12 REMOVAL OF THE JOINT LIFE**
This section is only applicable where the policy is an RRSP, Spousal RRSP, RRIF or Spousal RRIF.

Where You have selected the joint-life income election, the death of the Joint Life prior to the death of the Annuitant or the removal of the Joint Life will affect how the policy is administered. For details on how the death of the Joint Life impacts the policy, see section 3.13 *Death of an Annuitant and/or Joint Life While the Lifetime Income Benefit Option is in Effect*.

You may elect to remove the Joint Life, and continue to have the LIB Option remain in force, by advising Us in writing, in a form acceptable to Us, at Our Administrative Office. We will continue to use the age of the Primary Annuitant for all calculations under section 3 even if the Joint Life was the Primary Annuitant prior his or her removal.

Once removed a Joint Life cannot be re-added unless You terminate the LIB Option and re-apply for the LIB Option once You have waited the applicable time; see section 3.15 *Termination of the Lifetime Income Benefit Option*.

**3.13 DEATH OF AN ANNUITANT AND/OR JOINT LIFE WHILE THE LIFETIME INCOME BENEFIT OPTION IS IN EFFECT**
You or Your representative must advise Us, in a form acceptable to Us and at Our Administrative Office, of the death of either an Annuitant or Joint Life as soon as reasonably possible following the date of their death.

When the policy is an RRSP, Spousal RRSP, RRIF or Spousal RRIF and the death of the Joint Life occurs prior to the death of the Annuitant, You cannot name another Joint Life.

Where the policy is a RRIF or Spousal RRIF, the Joint Life predeceases the Annuitant or was removed prior to the Annuitant's death and a new successor Annuitant is named, the policy will continue after the Annuitant's death but the LIB Option will cease to be in force and will not be available thereafter.

**A. Where the single-life income election has been selected**

All redemptions and LIB Payments, if applicable, will cease on the date of notification. Any payments made after the date of death and before date of notification will be deducted by Us from any further payments, from any applicable Death Benefit or must be returned to Us, all in accordance with Our then-current administrative rules. Where:

i) The policy has a Market Value, the Primary Annuitant dies and there is a surviving Joint or successor Annuitant, We will:

a) Change the LIWB and BIB to equal the Market Value as of the date of notification unless otherwise set out in Our then current administrative rules

b) Re-calculate a new LIA by multiplying the new LIWB, as determined in section 3.13 i) a), by the applicable Income Percentage using the surviving Annuitant's age as of the date of notification

c) Reset the cumulative year-to-date redemptions to zero

d) Revise Our records to reflect the applicable change of ownership

We will determine on the applicable LIB Anniversary Date if any bonus and automatic reset is applicable as set out in section 3.9 *Bonus and Automatic Resets*. Any Excess Redemption made prior to the death of the Primary Annuitant is not considered in making this determination.

The new LIA as determined under section 3.13 i) b) comes into effect in accordance with Our then-current administrative rules.

ii) An Annuitant that is not the Primary Annuitant dies, We will revise Our records to reflect the death and no re-calculations take place.

iii) The policy has a Market Value and the last Annuitant dies prior to the Policy Maturity Date, the Death Benefit process set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy will apply.

iv) The last Annuitant dies after the Policy Maturity Date, the Death Benefit process set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy does not apply, and

a) Where the policy has a Market Value, the "Death Benefit" means the Market Value of the Units allocated to the policy on the Valuation Day We are notified of the death of the last Annuitant. We will pay the Death Benefit to a beneficiary or if there is no surviving beneficiary to You or Your estate, following receipt of satisfactory proof of the last Annuitant's death and a beneficiary's right to the proceeds, or

**b) Where LIB Payments are being received, payments cease, the policy terminates and Our obligations end. Any LIB payments made after the date of death must be returned to Us.**

**v) LIB Payments are being received, payments cease, the policy terminates on the death of the Primary Annuitant, and Our obligations end. Any LIB payments made after the date of death of an Annuitant must be returned to Us.**

Payment of the Death Benefit will discharge Our obligations under this policy.

**B. Where the joint-life income election has been selected**
**(i) If the policy is non-registered, a RRIF or Spousal RRIF and where:**

a) The policy has a Market Value, an Annuitant dies prior to the Policy Maturity Date and there is a surviving Joint Life then where:

- The policy is non-registered, the benefits continue unchanged to the Joint Life;
- The policy is a RRIF or Spousal RRIF and
  - The Joint Life is the Spouse of the Annuitant at the time of the death of the Annuitant, benefits continue unchanged to the Joint Life;
  - The Joint Life is no longer the sole beneficiary or the Spouse of the Annuitant at the time of the death of the Annuitant, the Death Benefit, as set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy will apply.

b) The policy has a Market Value, the last Annuitant dies prior to the Policy Maturity Date and there is no surviving Joint Life, the Death Benefit process set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy will apply.

c) The last Annuitant dies after the Policy Maturity Date, the Death Benefit process set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy does not apply. Where the policy has a Market Value, the "Death Benefit" means the Market Value of the Units allocated to the policy on the Valuation Day We are notified of the death of the last Annuitant. We will pay the Death Benefit to a beneficiary or if there is no surviving beneficiary to You or Your estate, following receipt of satisfactory proof of the last Annuitant's death and a beneficiary's right to the proceeds. Payment of the Death Benefit will discharge Our obligations under this policy.

d) A Joint Life dies and there is a surviving Annuitant, We will revise Our records to reflect the death and no re-calculations take place.

e) LIB Payments are being received, and:

i) An Annuitant dies and there is a surviving Joint Life, and:

- The policy is non-registered, the benefits will continue unchanged to the Joint Life;
- The policy is a RRIF or Spousal RRIF and
  - The Joint Life is the Spouse of the Annuitant at the time of the death of the Annuitant, the benefits will continue unchanged to the Joint Life;
  - The Joint Life is no longer the Spouse of the Annuitant at the time of the death of the Annuitant, **payments cease, the policy terminates and Our obligations end.** Any LIB payments made after the date of death of the Annuitant must be returned to Us.

ii) The last Annuitant dies and there is no surviving Joint Life, **payments cease, the policy terminates and Our obligations end**. Any LIB payments made after the date of death of the last Annuitant must be returned to Us.

**ii) If the policy is a RRSP or Spousal RRSP and where:**

a) The Annuitant dies and there is a surviving Joint Life who is the Spouse of the Annuitant at the time of the death of the Annuitant, the Joint Life may elect to:

i) Receive the Death Benefit as set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy, in which case this policy will terminate once the Death Benefit is paid; or

ii) Transfer the Market Value to a new RRSP or RRIF policy in the name of the Joint Life in accordance with Our then-current administrative rules and Applicable Legislation. Any Death Benefit under this policy will not be applicable. The Death Benefit Guarantee Amount, Maturity Guarantee Amount and lifetime income benefit values, and the age used to calculate them, will be carried over to the new policy.

b) The Annuitant dies and there is no surviving Joint Life, or the Joint Life is no longer the sole beneficiary and Spouse of the Annuitant at the time of the death of the Annuitant, the Death Benefit process set out in either section 2.10.3 or section 2.11.3, as applicable, of this policy will apply. Payment of the Death Benefit will discharge Our obligations under this policy.

c) A Joint Life dies while the Annuitant is alive, We will revise Our records to reflect the death and no re-calculations take place.

### 3.14 OPTIONS ON THE POLICY MATURITY DATE WHERE THE POLICY IS EITHER NON-REGISTERED, A RRIF, A SPOUSAL RRIF OR PRIF

If the LIB Option is in effect on the Policy Maturity Date and the policy is either non-registered, a RRIF, a Spousal RRIF or PRIF, the provisions of section 1.11 will not take effect unless You elect otherwise and provided You are not receiving LIB Payments.

The LIB Option will continue to provide an LIA or LIB Payment, as applicable, each year until the death of the last Annuitant subject to section 3.13, or termination by the Policyowner.

On the Policy Maturity Date, We will determine if a top-up payment is required as set out in the applicable Maturity Guarantee section (sections 2.10.1 or 2.11.1). If a top-up payment is made it will not increase the LIWB or BIB and is not treated as an additional LIB Premium. The redemption of any top-up payment is treated like any other redemption under the LIB Option.

If the LIB Option continues after the Policy Maturity Date, on the Policy Maturity Date the applicable Death Benefit Guarantee Amount (sections 2.10.3 or 2.11.3) will be set to zero.

We will continue to determine if any bonus and automatic reset is applicable as set out in section 3.9 *Bonus and Automatic Resets* while the Annuitant is alive.

**3.15 TERMINATION OF THE LIFETIME INCOME BENEFIT OPTION**
If an Excess Redemption results in the LIWB equaling zero the LIB Option is terminated.

You can terminate the LIB Option by providing Us with a written request in a form acceptable to Us. Benefits of the LIB Option will cease immediately upon receipt of the acceptable written request. The LIB Monthly Charge will cease but no fees collected will be refunded. If You have terminated the LIB Option You may only re-select it after the passage of the period of time set out in Our then-current administrative rules. The policy remains in force unless You also provide written notice pursuant to section 4.

If the LIB Option is terminated after the Policy Maturity Date, the policy must be surrendered.

# 4. Termination Provisions

**4.1 CANCELLATION RIGHTS**
You may cancel this contract, the initial PAC Premium and any subsequent Premium You apply to the contract. You may only do so by delivering a written request to Us within two business days from the earlier of the date You receive the confirmation of Your transaction or five business days after We mailed the confirmation to You.

If You give Us written notice as noted above, We will refund the lesser of:

1) the amount of the Premium being cancelled; or
2) the value of the units associated with the Premium being cancelled as of the Valuation Day We receive Your written notice if We receive it before the Cut-off Time, or the next Valuation Day if received after that time;

We will refund any fees or charges associated with the cancelled transaction.

This does not apply to redemption requests.

This may generate a taxable result and You are responsible for any income tax reporting and payment that may be required.

**4.2 SURRENDER OF THIS POLICY**
Subject to the rights of any irrevocable beneficiary, applicable locking-in endorsements and legislation, You can surrender this policy prior to the Policy Maturity Date, by providing Us with a written request. Surrenders are also subject to applicable withholding taxes, redemption charges (see section 2.4.8), short term trading fee (see section 2.4.3) and other fees and charges.

**Your written request is Your acknowledgement that a surrender of a non-registered policy may result in a taxable capital gain or loss and the entire amount from a registered policy, other than a TFSA policy, is taxable income. You are responsible for any income tax reporting and payment that may be required. You further acknowledge any applicable Maturity and Death Benefit Guarantees will no longer apply upon surrender of the policy.**

We will pay You the Cash Value after We receive the releases and other documents We require. The redemption process is described in section 2.4.5 *Redemptions*.

If You request a direct transfer of the value of Your registered policy to another financial institution, the above provisions in this section apply except that the transferee will receive the payment. Also, if Your policy is a RRIF, Spousal RRIF, PRIF, LIF, LRIF or RLIF, We will pay You the required legislated RRIF Minimum Amount prior to effecting the direct transfer to the transferee.

Payment of the Cash Value discharges Our obligations under this policy.

**4.3 OTHER TERMINATION**

Subject to Applicable Legislation and section 3, We can terminate the policy when the value of the policy is less than the specified minimum amounts.

The current minimum amount that must remain in a policy is $1,000. If any redemption leaves the Cash Value less than $1,000, We reserve the right to terminate Your policy and forward the Cash Value to You. Payment of this amount discharges Our obligations under this policy.

**Subject to any applicable guarantee, any amount that is allocated to a Segregated Fund is invested at the risk of the Policyowner and may increase or decrease in value.**

The Canada Life Assurance Company agrees to pay benefits according to the terms of the policy.

Paul A. Mahon
President and Chief Executive Officer

Stefan Kristjanson
President and Chief Operating Officer, Canada

# 5. Endorsements

## 5.1 RSP Endorsement

This endorsement does not apply to a policy held in a trust arrangement that is registered externally (meaning not through Canada Life) under the Income Tax Act (Canada) as an RRSP.

### 5.1.1 Policyowner and Annuitant

For the purposes of this RSP Endorsement, the Policyowner and Annuitant must be the same person. When We refer to the Policyowner, We also mean the Annuitant as defined in the *Income Tax Act* (Canada), just as when We refer to the Annuitant, We also mean the Policyowner.

### 5.1.2 Spouse

For the purposes of this RSP Endorsement, Spouse means both the spouse and common-law partner as both those terms are defined in the *Income Tax Act* (Canada) (“Tax Act”).

### 5.1.3 Applicable Provisions

If You have requested the policy be registered as an RRSP under the Tax Act the provisions of this RSP Endorsement form part of the policy. In the event of a conflict, the provisions of this endorsement will prevail. The policy will be administered and will comply with all relevant provisions of the Tax Act.

### 5.1.4 Registration

We will apply for registration of Your policy as an RRSP under the Tax Act.

### 5.1.5 Premiums

You, or where applicable, Your Spouse can allocate Premiums to Your policy. We will also accept transfers of monies as Premiums under Your policy from any source permitted by the Tax Act. Premiums cannot be allocated to the policy after December 28 of the year in which You attain the Maximum Age, or any other date or age stipulated by the Tax Act at the time the Premium is received by Us.

### 5.1.6 Refunds of Premiums

Notwithstanding the provisions of this policy, upon request and in accordance with Canada Life’s procedures and requirements, We will refund to either the Policyowner or the Policyowner’s Spouse, whichever paid the Premium, an amount as defined in paragraph 146(2)(c.1) of the Tax Act, as amended from time to time, and the corresponding provisions of any applicable provincial tax legislation. Such refund will not exceed the Cash Value of this policy at the time the refund is made.

### 5.1.7 Maximum Age

On or before December 28 of the year in which You turn age 71, or any other date or age stipulated by the Tax Act at that time, the Market Value of Your policy must be transferred or converted to a RRIF or annuity that conforms with the Tax Act. If You do not provide us with satisfactory written instructions before the fourth last Valuation Day of that year, You will be deemed to have instructed us to commence scheduled income redemptions in accordance with section 5.2 and apply for registration of the policy as a RRIF under the Tax Act.

### 5.1.8 Annuity

Any annuity selected by You must conform to the requirements of the Tax Act. The Tax Act, among other things, requires the annuity provide equal annual or more frequent payments to You (until Your death or if You choose to Your Spouse after Your death) until there is a payment in full or partial commutation of the annuity. Where the commutation is partial, equal annual or more frequent periodic payments must be made afterwards, except for adjustments permitted by the Tax Act. Payments under a fixed-term annuity must be for a term of years equal to 90 less either Your age (in whole years) or, if Your Spouse is younger than You, Your Spouse's age (in whole years) at the time the annuity is purchased. Payments to Your Spouse in any year after Your death cannot be greater than payments made in a year before Your death. On Your death, if the annuity becomes payable to a person other than You or Your Spouse, the annuity payments must be commuted.

**5.1.9 Accounting and Reporting**
We will maintain a record with respect to Your policy which will include:

• Premiums allocated to Your policy
• Units allocated to Your policy
• Redemptions, transfers and fees paid from Your policy
• Market Value of Your policy

You will be sent a statement at least annually. Before April of each year, You will be provided with any applicable tax forms that are required to be filed with Your personal income tax return for the previous year.

**5.1.10 Prohibition**
Except as specifically permitted under the Tax Act, no benefit, loan or indebtedness that is conditional in any way on the existence of Your policy may be extended to You or a person with whom You do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Retirement income under Your policy may not be assigned in whole or in part. We will not make any payments under Your policy except those specifically permitted under the provisions of this policy (including this RSP endorsement) or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.

**5.1.11 LRRSPs, LIRAs and RLSPs**
If "locked-in" monies are transferred to Your policy in accordance with applicable pension legislation, the additional provisions of the LIRA, RLSP or LRRSP endorsement will form part of this policy, as applicable. In the event of any inconsistency between the provisions of this RSP endorsement and the provisions of the LIRA, RLSP or LRRSP endorsement, the provisions of the LIRA, RLSP or LRRSP endorsement will apply to the "locked-in" monies.

**5.1.12 Non-Assignment**
You cannot assign or hypothecate this policy in whole or in part.

## 5.2 RIF Endorsement

This endorsement does not apply to a policy held in a trust arrangement that is registered externally (meaning not through Canada Life) under the Income Tax Act (Canada) as a RIF.

### 5.2.1 Policyowner and Annuitant

For the purposes of this RIF Endorsement, the Policyowner and Annuitant must be the same person. When We refer to the Policyowner, We also mean the Annuitant as defined in the *Income Tax Act* (Canada), just as when We refer to the Annuitant, We also mean the Policyowner.

### 5.2.2 Spouse

For the purposes of this RIF Endorsement, Spouse means both the spouse and common-law partner as both those terms are defined in the *Income Tax Act* (Canada) ("Tax Act").

### 5.2.3 Applicable Provisions

If You have requested the policy be registered as a RRIF under the Tax Act the provisions of this RIF Endorsement form part of the policy. In the event of a conflict, the provisions of this endorsement will prevail. The policy will be administered and will comply with all relevant provisions of the Tax Act.

### 5.2.4 Registration

We will apply for registration of Your policy as a RRIF under the Tax Act

### 5.2.5 Transfers to Your Policy

We will only accept Premiums that represent transfers of monies originating directly from Your RRSP or Your RRIF; the commutation, in whole or in part, of Your RRSP annuity; Your deceased Spouse's RRIF under which You are named as the beneficiary; Your Spouse's or former Spouse's RRSP or RRIF if resulting from a division of assets upon marriage or conjugal relationship breakdown pursuant to a decree, order, judgment or written separation agreement; or any other source permitted by the Tax Act, from time to time.

### 5.2.6 Scheduled Income Redemptions to the Annuitant

Your policy will provide You with a scheduled income redemption that will begin on or before December 28 of the second calendar year of Your RRIF policy. In each such calendar year, the total amount You receive will not be less than the Minimum Amount (the "RRIF Minimum Amount") required to be paid to You under the Tax Act. The amount of any redemption under Your policy will not exceed the Cash Value immediately before the time of the payment.

You must specify in writing, in a form satisfactory to Us, the amount and frequency of the redemptions to be made to You during any year. Subject to any applicable fee or charge, You can change the amount and frequency of the redemptions from year to year or request additional redemptions by providing Us with written instructions in a form satisfactory to Us. If You do not specify the amount and frequency of the redemptions to be made in a year or the amount that You specify is less than the RRIF Minimum Amount for a year, We will make sufficient redemptions as We deem necessary in Our sole discretion, to ensure the RRIF Minimum Amount for that year is paid to You. In the absence of satisfactory instructions, We will redeem Units as set out in the terms of Your policy for the purpose of making payments to You.

Redemptions will continue until the Cash Value of the policy reaches zero or the policy is terminated pursuant to section 4.

**5.2.7 Calculation of the RRIF Minimum Amount**
The RRIF Minimum Amount will be calculated in accordance with the provisions of the Tax Act. Currently the Tax Act requires the RRIF Minimum Amount to be zero in the first calendar year. Currently the Tax Act allows You to elect, before any redemptions are made, to base the Minimum Amount on Your age or the age of Your Spouse. This election is binding and cannot be changed, revoked or amended under any circumstances. If no election is made the RRIF Minimum Amount will be based on Your age.

As the required RRIF Minimum Amount cannot be determined until the first day of each year, We reserve the right not to make the first redemption in each calendar year before the 20th day of the first month.

**5.2.8 Transfers from Your policy**
Subject to any restrictions imposed by the Tax Act, all or part of the Cash Value of Your policy may be transferred to Your RRSP or RRIF, or for the purchase of an annuity that conforms with paragraph 60(l) of the Tax Act.

Following receipt of Your written instructions in a form satisfactory to Us, We shall effect the transfer. Such transfer will be net of all appropriate charges and any amount that We are required to retain by paragraph 146.3(2)(e) of the Tax Act, as amended from time to time, to ensure the payment to You of the RRIF Minimum Amount for that year. The Tax Act does not permit the transfer of any amount to an RRSP after December 31 of the specified year. The current specified year is the year in which You attain the Maximum Age. In the event of a partial transfer from Your policy and in the absence of satisfactory instructions, We will redeem Units as set out in the terms of Your policy to effect the transfer.

**5.2.9 Death of the Annuitant**
Upon receipt of written notification of Your death, and if Your Spouse is entitled to receive the scheduled income redemptions, Your Spouse will become the Policyowner and successor Annuitant of the policy. Where Your Spouse becomes the successor Annuitant of Your policy, Your Spouse will be deemed to be the Annuitant under the policy with the same rights as if Your Spouse had been the original Annuitant.

If Your Spouse is not entitled to receive the scheduled income redemptions or Your named beneficiary is not Your Spouse, the Death Benefit will be paid in a lump-sum to Your designated beneficiary, or, if there is no surviving beneficiary, to Your estate. The lump sum payment made will be net of any appropriate charges, including income tax required to be withheld.

**5.2.10 Accounting and Reporting**
We will maintain a record with respect to Your policy which will include:

• Transfers to Your policy
• Units allocated to Your policy
• Redemptions, transfers and fees paid from Your policy
• Market Value
• The minimum and maximum (if applicable) amount that can be paid from Your policy

You will be sent a statement at least annually. Before April of each year, You will be provided with any applicable tax forms that are required to be filed with Your personal income tax return for the previous year.

#### 5.2.11 Prohibition

Except as specifically permitted under the Tax Act, no benefit, loan or indebtedness that is conditional in any way on the existence of Your policy may be extended to You or a person with whom You do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Tax Act. Retirement income under Your policy may not be assigned in whole or in part. We will not make any payments under the policy except those specifically permitted under the provisions of the policy (including this RIF Endorsement) or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.

#### 5.2.12 LIFs, RLIFs, PRIFs and LRIFs

If "locked-in" monies are transferred to Your policy in accordance with applicable pension legislation, the additional provisions of the LIF, RLIF, PRIF and/or LRIF endorsement will form part of this policy, as applicable. In the event of any inconsistency between the provisions of this RRIF endorsement and the provisions of the applicable LIF, RLIF, PRIF or LRIF endorsement, the provisions of the LIF or LRIF endorsement will apply to the "locked-in" monies.

#### 5.2.13 Non-assignment

You cannot assign or hypothecate this policy in whole or in part.

## 5.3 TFSA Endorsement

This endorsement does not apply to a policy held in a trust arrangement that is registered externally (meaning not through Canada Life) under the Income Tax Act (Canada) as a TFSA.

#### 5.3.1 Policyowner, Annuitant and Holder

For the purposes of this TFSA endorsement, the Policyowner, Annuitant and Holder (as defined below) of the TFSA must be the same person. When We refer to the Policyowner, We also mean the Annuitant and Holder, just as when We refer to the Annuitant or to the Holder, We also mean the Policyowner. "Holder" means, until Your death, You, and at and after Your death Your validly designated successor holder, if any.

#### 5.3.2 Spouse

For the purposes of this TFSA Endorsement, Spouse means both the spouse and common-law partner as both those terms are defined in the *Income Tax Act* (Canada) ("Tax Act").

#### 5.3.3 Applicable Provisions

If You have requested that an election be filed to register this policy as a TFSA under the Tax Act and any applicable provincial or territorial legislation and if You are the Policyowner named in the application for that policy who has attained the minimum age specified in the Tax Act, the provisions of this TFSA endorsement form part of the policy. In the event of a conflict, the provisions of this endorsement will prevail. The policy will be administered and will comply with all relevant provisions of the Tax Act and any applicable provincial or territorial legislation.

**5.3.4 Registration**
We will file an election to register Your policy as a TFSA under the Tax Act and any applicable provincial or territorial legislation.

**5.3.5 Premiums**
Only You may allocate Premiums to the policy. We will also accept transfers of funds as Premiums under Your policy from any source permitted by the Tax Act from time to time, including a transfer from another TFSA held by You or from a TFSA of Your current or former Spouse where the transfer relates to a division of property arising out of, or on the breakdown of, Your marriage or common-law partnership, in accordance with the Tax Act.

**5.3.6 Distributions to the Annuitant**
You may make redemptions so that distributions can be made from Your TFSA, including distributions to reduce the amount of tax otherwise payable in respect of contributions made to Your TFSA while a non-resident of Canada or contributions in excess of the maximum contribution limits for TFSAs permitted under the Tax Act. Distributions will be made net of all appropriate charges and fees as set out in the policy.

**5.3.7 Transfers from Your Policy**
Subject to any restrictions imposed by the Tax Act, all or part of the value of Your policy may be transferred to another TFSA of the Holder.

Following receipt of Your written instructions in a form satisfactory to us, We shall effect the transfer. Such transfer will be net of all appropriate charges. In the event of a partial transfer from Your policy and in the absence of satisfactory instructions, We will redeem units as set out in the terms of Your policy to effect the transfer.

**5.3.8 Death of the Annuitant**
Upon receipt of written notification of Your death, if You have appointed a successor holder who is Your Spouse at the time of Your death, Your Spouse becomes the successor holder of Your TFSA, will be deemed to be the Annuitant under the policy and will acquire all of Your rights under the Policy. If, at the time of Your death: (i) Your Spouse is not the appointed successor holder, or (ii) Your Spouse is the appointed successor holder but is not Your Spouse at the time of Your death, or (iii) Your Spouse has predeceased You, the Death Benefit of Your policy will be paid in a lump sum to Your designated beneficiary, or, if there is no surviving beneficiary, to Your estate. The lump sum payment made will be net of any appropriate charges, including any income tax required to be withheld.

**5.3.9 Accounting and Reporting**
We will maintain a record with respect to Your policy which will include:

- Premiums allocated to Your policy;
- Transfers to Your policy;
- Units allocated to Your policy;
- Redemptions, transfers and fees paid from Your policy;
- Market Value;

You will be sent a statement at least annually.

**5.3.10 Prohibition**
Your policy will be maintained exclusively for the benefit of the Holder, disregarding any right of a person to receive a payment out of or under the policy only on or after the death of the Holder. While there is a Holder, no person other than the Holder or us shall have any rights under the policy relating to the amount and timing of distributions and investing of Premiums.

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